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In the Supreme Court of the United States.

OCTOBER TERM, 1910.

STANDARD OIL COMPANY OF NEW JERSEY, et al., appellants,
v.
UNITED STATES OF AMERICA, APPELLEE.
No. 398.

REPLY BRIEF FOR THE UNITED STATES.

I.

What is a combination under the first section of the Anti-Trust Act?

We wish first to discuss the meaning of section 1 of the act, especially in reply to subdivision 3 of defendants' brief.

Counsel say that a combination under this section is a "contractual combination," executory in nature, whereby each separate person or corporation contracts to restrain the management of his own business (p. 60). Let us consider this proposition. There is nothing in the act which limits its scope to contractual combinations. In fact, if this was the true interpretation, the word "combination" would

be surplusage, for a "contract" in restraint of trade would cover the whole field. But it is evident that such is not the interpretation intended, or which has been applied by this court. It is true that various contracts, combinations, and conspiracies were at the time of the passage of the act well known to the courts and to the Congress, and, as counsel say, some of these were the combinations involved in the Sugar and Whisky Trust cases. (Brief, p. 54.) They, however, omit the most conspicuous one, the Standard Oil Trust, after which the Sugar and Whisky Trust combinations were patterned. Congress knew of these combinations, and intended by the Sherman Act to declare them illegal in the domain of interstate commerce. (See discussions of Congress, vol. 1 of our brief, p. 289 et seq.) Counsel concede this class of combinations to be in violation of law. The only possible difference between those trusts and the combination at bar is that a corporation now holds the stocks rather than the trustees. Is there any saving virtue in a corporation over a set of individuals? In the *Northern Securities case* this court held not. Now, Congress did not intend the inhibition of the act to run merely against the trust form of combination, but provided by section 1 that—

> Every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade * * * is hereby declared to be illegal.

It means any contract or combination in the form of a trust or otherwise, thereby making the act

flexible to cover any form or device employed to hold together corporations or naturally competing business establishments so as to eliminate competition. This is clear, not only from the reading of the act, but from the numerous decisions of this court and of the State courts construing like statutes and defining combinations.

Supplementing the cases reviewed in volume 1 of our brief, we have a number of cases decided in the State courts at about the time of the former argument of this case before this court, in which those courts have held this identical Standard Oil combination of 1899, and other similar ones, in violation of State statutes.

The laws of the various States under which these decisions have been rendered are in effect, as applied to intrastate commerce, substantially the same as the Sherman Act applied to interstate commerce. We attach hereto as Appendix A a list of these statutes and sections of constitutions in 36 States, nearly all of them passed since the enactment of the Sherman Act. They evince a great public policy of this nation, which is a material consideration in this court. (*Union Pacific R. R. Co.* v. *Mason City Co.*, 199 U. S., 167.)

These statutes have been enforced against the Standard Oil combination as to intrastate commerce in several States, and various constituent corporations of this combination excluded from those States. Like decisions have been rendered against other similar combinations. How many other cases are

now pending we can not say, but it is evident that the States are enforcing these statutes, and unless the Federal Government enforces the Sherman Act we shall have the anomalous condition of these great combinations being held invalid as to intrastate commerce and excluded from the States, while as to interstate commerce they may continue to do business under the shield of Federal authority.

State of Missouri v. *Standard Oil Co.*, 218 Mo., p. 1.

State of Texas v. *Waters-Pierce Oil Co.*, 106 S. W., 925; *same case*, 177 U. S., 28.

State of Minnesota v. *Standard Oil Co.*, 126 N. W., 527.

State of Tennessee v. *Standard Oil Co.*, 117 Tenn., 618.

State of Tennessee v. *Standard Oil Co.*, 120 Tenn., 86; s. c. 217 U. S., 413.

State of Kansas v. *International Harvester Co.*, 79 Kans., 371; 99 Pac., 603.

State of Kansas v. *International Harvester Co.*, 81 Kans., 610; 106 Pac., 1053.

State of Kentucky v. *Int. Harvester Co.*, 124 Ky., 543; 99 S. W., 637.

State of Missouri v. *Armour Packing Co.*, 173 Mo., 356; 73 S. W., 645.

Hammond Packing Co. v. *State of Arkansas*, 81 Ark., 519; affirmed, 212 U. S., 322.

State of Minnesota v. *Creamery Package Mfg.* Co., 126 N. W., 126.

In fact the question of the validity of the Standard Oil Trust of 1882, or the present combination of 1899, and like combinations, has never come before the courts of the States without their being declared

invalid under antitrust statutes similar to the Federal law.

State v. *Standard Oil Co.*, 49 Ohio St., 137.

State v. *Buckeye Pipe Line Co., Solar Refining Co., Ohio Oil Co.*, and *Standard Oil Co. of Ohio*, 61 Oh. St. 520.

People v. *North River Sugar Refining Co.*, 54 Hun., 354.

Distilling & Cattle Feeding Co. v. *People*, 156 Ill., 448.

State v. *Nebraska Distilling Co.*, 29 Neb., 700.

Nat'l Lead Co. v. *Grote Paint Store Co.*, 80 Mo. App., 247.

In the case of *Missouri* v. *Standard Oil Co.* (218 Mo., 1) the court had under consideration the identical organization involved in this case. The court there, speaking of the case of *National Lead Co.* v. *Grote Paint Co.* (80 Mo. App., 247), said (218 Mo., 452, 453):

> That the predecessor of the plaintiff, the National Lead Trust, was an unlawful combination, both in purpose and fact, is sufficiently established by the nature of the agreement under which it is created and the methods and practices resorted to in the furtherance of that agreement. * * * While the conclusion of the illegal purpose of the trust agreement is irresistible upon a consideration of its several provisions and the manner in which they were carried out, it will appear from an examination of the cases that this result has been declared by every court called upon to review that agreement or others sub-

stantially like it. *State* v. *Standard Oil Co.*, 49 Ohio St., 137, 30 N. E., 279, 15 L. R. A., 156 Ill., 448, 41 N. E., 188, 47 Am. St. Rep., 200; *Distilling, etc., Co.* v. *People*, 156 Ill., 448; *Bishop* v. *A. Preserving Co.*, 157 Ill., 100, cit. 311, 41 N. E., 765, 48 Am. St. Rep., 317; *People* v. *N. R. C. Co.*, 121 N. Y., 582, 24 N. E., 834, 9 L. R. A., 33, 18 Am. St. Rep., 843; *Unckles* v. *Colgate*, 148 N. Y., 529, 43 N. E., 59; *U. S.* v. *Freight Assn.*, 166 U. S., 290, 17 Sup. Ct., 540, 41 L. ed., 1007; *U. S.* v. *Joint Traffic Assn.*, 171 U. S., 505, 19 Sup. Ct., 25, 43 L. ed., 259.

In the case of *Merchants Ice & Cold Storage Co.* v. *Rohrman* (128 S. W., 599), suit was brought by the Merchants Co. against Rohrman to enjoin him from violating a contract in which he obligated himself for a period of 10 years not to engage in manufacturing and selling ice in Jefferson County, Ky. It appears that the Merchants Company had acquired a large percentage of the concerns engaged in manufacturing and selling ice in Louisville and vicinity. The court said (p. 601):

> From these facts, our conclusion is that the contract was not only unenforceable because in violation of the statute before its amendment by the act of 1906 (Laws, 1906, c. 117), held to amend in *Commonwealth* v. *International Harvester Company of America* (115 S. W., 703), but it was void as an unreasonable restraint of trade independent of the statute. * * *
>
> Where, therefore, one corporation is created for the purpose of taking over a number of

> other corporations, issuing stock, or even paying for the property, with a view of establishing a monopoly, trust, or combination, the form of the transaction will be disregarded and the intent of the parties will be looked to.

In case of *State* v. *International Harvester Co.* (79 Kans., 371), information was filed against the International Harvester Company of America, charging it with a violation of the antitrust statute of Kansas, which in substance provided:

> That all arrangements, contracts, agreements, trusts, or combinations between persons or corporations made with a view or which tend to prevent full and free competition in the importation, transportation, or sale of articles imported into this State, or in the product, manufacture, or sale of articles of domestic growth or product of domestic raw material, * * * and all arrangements, contracts, agreements, trusts, or combinations between persons or corporations designed or which tend to advance, reduce, or control the price or the cost to the producer or to the consumer of any such products or articles, * * * are hereby declared to be against public policy, unlawful, and void.

It appeared in the case that the International Harvester Co. of America was the selling agent of the International Harvester Company of New Jersey; that the International Harvester Company of America had purchased the plants and business of seven previously competing concerns, and was a large corporation controlling a large part of the sale of harvester machinery

in Kansas. The corporation was convicted, and in sustaining the conviction the Supreme Court of the State said (p. 384):

> In our view the information, taken as a whole, clearly indicates that the offenses intended to be prosecuted thereunder were sales of machinery made by a corporation belonging to a combination which is unlawful under the statute of this State—in other words, sales made in violation of section 2435, Gen. St. 1901, which in part reads:
>
> "That the * * * sale * * * of any * * * commodities in this State by any corporation who has entered into any such arrangements, contracts, agreements, trusts, or combinations in any other State or Territory as described in sections 1 or 2 of this act, * * * shall constitute a violation of this act." The numerous sales specifically and separately alleged indicate the intent of the prosecutor. To make these sales appear unlawful it was not only proper, but necessary, to show by allegations somewhere in the information that they were made by a corporation then acting under some one of the many arrangements, contracts, agreements, trusts, and combinations made unlawful by the statute. It was deemed necessary when the statute was drawn to use language broad enough to cover every conceivable combination through which the interdicted acts could by any reasonable possibility be perpetrated. * * *
>
> It seems clear from these introductory allegations that the defendant at the time the alleged sales were made had entered into one or more

> of the prohibited organizations. This is sufficient; whether it belonged to one of such organizations or all of them is immaterial.

Subsequently a suit was brought to oust the International Harvester Company of America from the State under the same statute, and on substantially the same state of facts. The court said (81 Kans., 612):

> (60) It is apparent from the evidence that the International Harvester Company of New Jersey acquired by purchase six or more of the brands of harvesting machinery (including the brand formerly manufactured and sold by the defendant), which, prior to 1903, had been sold in Kansas in active competition with each other; and that the effect of its so acquiring the same has been to fix and control the wholesale prices of such brands of machinery in the State of Kansas. It is further apparent from the evidence that the purpose of this merger was to reduce operating expenses and decrease competition.
>
> (61) The practical effect of this merger and the connection of the defendant with the International Harvester Company of New Jersey has been to regulate and control the retail and wholesale prices of harvesting machines in the State of Kansas, and to secure to the defendant approximately 85 per cent of this business within this State.

In this case because the expulsion of the company from the State of Kansas would practically deprive the State of ability to buy harvesters except from the Harvester Company, the Attorney General con-

sented to a decree limiting the remedy to that of setting aside certain unlawful agreements as to agents, making unfair discrimination in the sale of goods, etc.

The foregoing case illustrates the necessity for action by the Federal Government. Here is a corporation held to be a trust and combination in violation of statutes substantially like the federal antitrust act, and yet the State is compelled to permit violation of its laws because of the power of such a company to take from the farmers of the State any opportunity to buy except at prices fixed by the trust.

In the case of *International Harvester Co.* v. *Commonwealth* (124 Ky., 543, 99 S. W., 637), an indictment charged the International Harvester Company of America, the selling agent, with violation of the antitrust act of the State of Kentucky. It appears in this case, as it did in the Kansas case, that the defendant was the selling agent of the International Harvester Company. Conviction was sustained. The court said (p. 552):

> From the evidence it is certain that there was a combination, or agreement, to fix the price of these machines referred to, entered into by the owners thereof, and possibly others. It is pretty certain that that agreement was made outside of this State, and if they had never come into this State to execute the agreement, or any part of it, they would not be liable to punishment here; but the proof shows that they were executing the

> agreement in this State, and possibly the agent of the appellant, in this State, entered into the combination or agreement, after they entered this State, to carry out the agreement, and under the authority referred to such agent occupied the same position as the original parties to the unlawful agreement.

In the case of *State* v. *Creamery Package Manufacturing Co.* (Minn.) (126 N. W., 126) suit was brought by the State to oust the defendant from doing business in the State on the ground that it was a combination and a trust in violation of the laws of the State. From the findings of fact it appears that prior to February, 1898, F. B. Fargo & Co. of Minnesota, F. B. Fargo & Co. of Wisconsin, Cornish, Curtis & Greene Manufacturing Co. of Wisconsin, Cornish, Curtis & Greene of Minnesota, and A. H. Barber & Co. of Illinois were severally engaged in Minnesota in selling creamery supplies such as churns, butter-making machines, etc., and that there had been competition between them; that about February, 1898, the defendant was organized, and exchanged its stock for the various properties of the defendant corporations, under an agreement that the purchasing company might continue to use the names of the selling companies in the various communities for the purpose of continuing the business. The testimony also showed that about the spring of 1898 the defendant company also bought the J. A. Cushman Co. of Iowa, the E. W. Ward Co. of Minnesota, the Freemont Butter Tub Co. of Illi-

nois, the Stoddard Manufacturing Co. of Vermont, and the Sturgis, Cornish & Burn Co. of Iowa. The court found that this consolidation or combination was made for the purpose of eliminating competition; that after the agreement of purchase was made the defendant used the names of certain of the corporations in the various localities where they previously had been doing business. Traveling agents were sent out, each pretending to be the agent of one or the other of said concerns; but they did not compete with each other, and the defendant Creamery Package Manufacturing Co. divided up the territory among the various concerns thus doing business. This is exactly the way the territory is divided up in the Standard Oil case. The court said (p. 129):

> We believe the February agreement to have been unlawful under the common law. (*State* v. *Duluth Bd. of Trade*, 107 Minn., 506, 121 N. W., 395, 23 L. R. A. (N. S.), 1260.) But we do not find it necessary to rest our decision upon that ground, nor to discuss the various statutes created since the making of the agreement in 1898. The State claims appellant is a party to and now maintains a combination in restraint of trade, in violation of section 5168, Revised Laws, 1905, which forbids entering into any pool, trust, agreement, combination, or understanding whatsoever with others in restraint of trade, or to limit, fix, control, maintain, or regulate the price of any article of trade, manufacture, or use, or to prevent or limit competition in the pur-

chase and sale of such articles. As already said, appellant is subject to that statute, and we have left to consider whether appellant is violating it, and, if so, is the statute a valid police regulation by the State as applied to appellant, whose transactions consist principally in the sale of patented articles? * * * The reason for authorizing the creation of corporations and their legal status when formed are familiar to all. A characteristic quality of a corporation, which is essential to the utility of the association, is that for the transaction of its legitimate business it be a legal entity, having its own life and individuality distinct from its members; but when the corporate form is assumed by individuals for the purpose of evading the law, and as a mere cloak under which unlawful practices may be concealed, the courts will disregard the appearance and consider the substance, and thus determine the propriety of the transaction under scrutiny. (*People* v. *North River Sugar Refining Co.*, 121 N. Y., 582, 24 N. E., 834, 9 L. R. A., 33, 18 Am. St. Rep., 843; *Unckles* v. *Colgate*, 148 N. Y., 529, 43 N. E., 59; *Gallagher* v. *Germania Brewing Co.*, 53 Minn., 214, 54 N. W., 1115; *State* v. *Standard Oil Co.*, 49 Ohio St., 137, 30 N. E., 279, 15 L. R. A., 145, 34 Am. St. Rep. 541; *Harding* v. *Am. Glucose Co.*, 182 Ill., 551, 55 N. E., 577, 64 L. R. A., 738, 74 Am. St. Rep., 189; *Northern Securities Co.* v. *United States*, 193 U. S., 197, 24 Sup. Ct., 436, 48 L. Ed., 679; Cook on Corporations (6th ed.), pp. 663, 664.)

The February agreement contemplated no absolute purchase and sale of the various properties. Upon the contrary, the plan was to place all the properties in the possession of the appellant, to be managed jointly for the benefit of the original owners, each of whose interest was to be evidenced by shares of the capital stock of appellant issued to each in proportion to his original holding. If in place of the corporation an individual had been selected, who, when the legal title was vested in him, issued certificates of trust, the violation of law would be apparent. This agreement went further. It provided for directors, representing those who made transfers of property, and for a minimum division of profits, thus continuing the control of each interest instead of leaving such control with the majority of the stock, where it is ordinarily found; and, notwithstanding the provision for dissolution of the corporations so transferring their respective properties, the right to use the name of each for the purpose of simulating competition was attempted to be conferred upon the appellant. The record does not disclose the terms upon which the properties of the concerns not parties to the agreement were subsequently taken over, but without regard to those transactions it must be held that the learned trial judge was entirely correct in describing the transfer made pursuant to the February agreement as a nominal purchase.

II.

Combinations effected by purchase are equally within the inhibitions of the law.

(1) Defendants' counsel contend that combinations effected by purchase of property, either stock or plants, are not within the inhibition of the first section of the act. This is stated in various ways on pages 58, 59, 63, and at other places through their brief.

It is said that "purchases and acquisitions of property are not contracts, combinations, or conspiracies in restraint of trade;" that a person has a right to buy a competing business and that the incidental restraint which goes with this purchase is not and can not be prohibited by Congress (pp. 58 and 63).

The transfer of the stocks of these companies in 1899 to the Standard Oil Company of New Jersey had no greater legal sanctity than the transfer to the trustees in 1882; nor was it different than the transfer of the stocks of the Northern Pacific and Great Northern railways to the Northern Securities Co. in 1901, two years after the organization of the present corporate Standard Oil combination. It is the usual course of reasoning urged in all of these cases that because a person has a right to purchase property he may therefore purchase a competitor; and because he may purchase one competitor, he may purchase all of his competitors; and that what an individual may do, a corporation may do. These were the identical argu-

ments pressed with great ability by counsel in the Northern Securities case, and in the subsequent case of *Harriman* v. *Northern Securities Co.* (197 U. S., 291), but this court held to the contrary. The position is also contrary to the almost universal trend of American decisions, both Federal and State. (See *Shawnee Compress Co.* v. *Anderson*, 209 U. S., 433, and cases cited under the first head of this brief.) The exercise of an individual right disconnected from all the other circumstances may be legal, but when taken together with the other circumstances may accomplish the prohibited thing.

(2) But the counsel say, these corporations were merely potential competitors in 1899; that "potential competition is a term borrowed from economics and means that the field is open to newcomers." We take it the word was used by the Circuit Court in its ordinary meaning, to wit:

> Possible, as opposed to actual; capable of being or becoming; capable of coming into full being or manifestation. (Century Dictionary.)

These corporations were separate and distinct entities, each owning its separate plant and capable of competing. The only reason they did not compete was because of the illegal combination which had been declared void and which had been dissolved. The companies were thereafter simply held together by secret understandings of the majority in ownership of the then two or three thousand stockholders. They were potentially competing compa-

nies, the same as the Great Northern and the Northern Pacific railroads were. There was no evidence that these railroads were actually competing; in fact, at the time of the organization of the Securities Company they were controlled by certain common owners, to wit, Hill and his associates, and Morgan and his associates; but, as the court said, they were naturally competing companies.

It is also said that industrial corporations owe no duty to compete. No one is under any legal obligation to compete. The law says that parties shall not, by contract, or combination in the form of trust or otherwise, remove the incentive to compete, leaving it to the natural laws of trade to create and foster competition. At least this is the rule as to railroads, and the court has said that the same principle applies to other corporations. (*Northern Securities Co.* v. *U. S.; U. S.* v. *Trans-Missouri Freight Ass'n.*) In the *Northern Securities case* it was said, in effect, that the transfer of all the stocks to a holding company took away the incentive to compete and gave the power to restrain trade. The law looks to the substance of the thing accomplished rather than to the form.

(3) What was the actual situation in 1879? The Standard Oil Company had not purchased these corporations nor the properties thereof. There was simply a tentative combination through certain trustees. A large number of concerns, admitted to have been competing, were combined by stock

ownership, in the following manner: There were a large number of competing concerns engaged in business in the Eastern States, each concern owned by a separate set of stockholders. These stockholders turned their stocks over, by the trust of 1879, to Vilas, Keith, and Chester, trustees, for the purpose of dividing the same in certain proportions among all the stockholders. Thereafter these stocks, together with the stocks of certain other corporations, were placed in the trust of 1882. The latter trust was dissolved because illegal, and another combination formed in 1899.

In what respect does this differ from the Northern Securities case? For instance, let us suppose that Hill and his associates, 10 in number, owned the stock of the Great Northern Railway; Morgan and his associates, 15 in number, owned the stock of the Northern Pacific Railway; and Harriman and his associates, 20 in number, owned the stock of the Union Pacific Railroad; that these 45 gentlemen got together and put their stocks in the hands of Vilas, Keith, and Chester, trustees, to divide the same among the 45 so that each stockholder (formerly holding stock in one railway only) should become a holder of stock in all three railways, and holding the same ratio thereof as all the other stockholders. Then suppose in 1882 they all turned their stock over to trustees, to hold and manage the same under a trust like the Standard Oil Trust, and that this was carried on until 1892, when it was dissolved because the Supreme Court of Minne-

sota held it to be in violation of the common law respecting monopolies; and that the stockholders then put their certificates in the hands of a holding corporation in exchange for its stock. Would that have been legal? Would they have any right to combine because of the prior community of ownership?

If the antitrust act can be thus evaded, it is of no value whatever, for it would be an easy matter to get the stockholders of all the competing corporations in any branch of industry in America to turn their stock over to trustees for the purpose of dividing it among them in order to make them common owners as a preliminary step to the combination. In fact, the transfer to a corporation and receipt of that corporation's stock is in effect nothing more than this.

Suppose, after the Northern Securities Company was dissolved and the stock of both the Northern Pacific and Great Northern had been divided among all the shareholders in proportion to the number of Securities Company certificates held by each; then, if the defendant's theory is correct, becauses the stockholders were common owners in both properties, they could do what they please with their stock, and could thereupon organize a new securities company, which would be lawful because they had become common owners through the dissolution of the former unlawful organization.

As a matter of fact, as the court stated in the opinion below (Vol. A, p. 580), for some time before the transfer of the stock to the Northern Securities Company, a group of stockholders controlled a

majority of the stock of the Northern Pacific and Great Northern railways—not one group the Great Northern, and another group the Northern Pacific, as claimed by the defendants in the case at bar. It appeared in the Northern Securities case that about 1895 Mr. Hill made a deal to obtain fifty per cent of the stock of the reorganized Northern Pacific Company for the Great Northern stockholders, but as this stock was to be transferred to the Great Northern Railway Company, or held in trust for the stockholders, this court held the contract illegal. (*Pearsall* v. *Great Northern Ry. Co.*, 161 U. S., 646.) Subsequently, about February, 1897, Hill and his associates bought $25,834,100 par value of the common stock of the reorganized Northern Pacific Company. (Record in Northern Securities case, testimony of J. P. Morgan, vol. 1, pp. 316, 317.) And later they bought about $10,000,000 more. (Testimony of Charles Steele, vol. 1, p. 286.) Mr. Hill stated the names of the persons who were associated with him in the Great Northern and Northern Pacific railways. They were John S. Kennedy, D. Willis James, Samuel Thorne, J. W. Sterling, Oliver Payne, Jacob Schiff, Henry W. Cannon, Lord Strathcona, Lord Mount Stephen; and he said there may have been others. (P. 49.)

So it appears that Mr. Hill and his associates and Mr. Morgan and his associates, all owning stock in both roads, controlled those two properties and had for several years before the reorganization of the Northern Pacific. (See record in Northern Securities

case, vol. 1, testimony of James J. Hill, pp. 46, 48, 49, 50, 54, 55, 61, 62, 86, 87; Charles Steele, pp. 284, 286; J. P. Morgan, pp. 316, 317, 338, 343.)

In fact Mr. Morgan made the same claim as to community of ownership which is made in the case at bar. He said, speaking of this common ownership in the two railroads:

> "The community of interest is that principle that a certain number of men who own property can do what they like with it." (Record, Northern Securities case, vol. 1, p. 343.)

(4) It is said that the decree should not run against certain of these corporations because they were created by the trustees during the years of the invalid trust. Suppose they were. They were separate corporate entities, engaged in business, and by joining in the conspiracy their action partook of the same illegality as though they were original parties to it. (Government brief, vol. 1, p. 394, and authorities cited.)

The defendants take inconsistent positions. When they contend on behalf of the Standard Oil Company of New Jersey that it should have all the constitutional rights of individuals respecting the purchase of property, they necessarily concede that the corporation is an entity separate and distinct from its stockholders. But in their proposition that the decree should not run against those of its subsidiary corporations which were organized by Standard interests, they assert that the corporation merely represents its shareholders and therefore should not

be considered apart from those shareholders or organizers, and should be exempt from the penalties attaching to individuals who join a conspiracy after it is formed.

III.

The shareholders were not the same in 1879, in 1882, and in 1899.

(1) It is said that the same men owned all these companies in 1879, in 1882, and in 1899 when the last combination was formed. This statement is not correct. We attach hereto as Appendix B an analysis, so far as it can be made from the testimony, showing in parallel columns the shareholders at the different periods and the changes in the personnel thereof.

The column headed "1870" shows the names, 9 in number, of the persons interested in the Standard Oil Company of Ohio at that time.

The column of 1879 shows the stockholders of the various separate corporations who placed their stock in the Vilas, Keith, and Chester trust of 1879, 37 in number. Only 5 of the stockholders of the original Standard Oil Company of Ohio went into this trust. There were 32 persons, controlling outside and competing companies, who in the meantime had united with the Standard and were added to the list.

In 1882, which was two years and nine months after the agreement of 1879, the number of shareholders going into the Standard Oil Trust had increased to 42, of which seven were new names.

In 1892, the court will remember, only a few persons, 17 in number, liquidated their trust certificates.

Between 1897 and 1900 the balance of the certificate holders, several thousand in number, liquidated and took their stock in the 20 subcompanies, and exchanged the same for stock of the Standard Oil Company of New Jersey, as fully explained in volume 1 of our brief.

As hereinafter shown, we have never been able to get a complete list of the shareholders in these subcompanies during the years of the Standard Oil Trust and the liquidation period, because the defendants refused to produce it in court. However, we got a partial list showing 112 persons, who turned their stock into the Standard Oil Company of New Jersey. There were in fact several thousand more. Of the 112, only 20 persons were shareholders who had turned their stock into the Standard Oil Trust in 1882. The balance of the 112, and the several thousand other stockholders who were not named, were new shareholders.

(2) *The Government showed the combination of the separate corporate entities, engaged in the same business, in 1899. The burden thereupon rested upon the defendants to show, if true, that the subcompanies were in 1899 owned by the same individuals who owned them in 1879 and 1882. We do not believe this was material, but the defendants absolutely failed to sustain any such proposition.* The Government showed to the contrary, and would have shown the complete stock list had the defendants not refused to produce

the transfer books of the trustees and the liquidating trustees.

The Government tried to prove who the various shareholders in the subcompanies were during the existence of the trust, from 1882 to 1899, but could not procure the books. It appeared in the case that the trustees kept a regular set of stock books, so that they could have told who the shareholders of the trust were at any period. They also had a complete list of the shareholders who turned their stock into the Standard Oil Company of New Jersey in exchange for its stock in 1899 and 1900. These stock books were in the office and carefully preserved until 1900; and, although the Government tried in every way possible, by *subpœnas duces tecum*, by the examination of witnesses who should have known, and by demands to produce these books, it never obtained them.

The *subœpnas duces tecum* served on the officials of the Standard Oil Company at the beginning of the taking of testimony required them to produce these books. (See Subpœnas, vol. 20, pp. 483, 485, 486.) One of these witnesses was C. M. Pratt, who for years has been one of the most active men during the existence of the trust as well as the present corporate combination, who is a large stockholder in the Standard Oil Company of New Jersey, and controls over 59,000 shares; who signed the original trust agreement; was one of the liquidating trustees for a short time; was the secretary of the Standard Oil Company of New Jersey when the last

combination was formed in 1899 and 1900, and who is still the secretary. We invite the court's attention to his testimony, contained on pages 27 to 31 and 83 to 90, volume 1 of the record. His want of knowledge concerning the liquidation and the control of these companies during the liquidation period is astonishing.

We also especially invite the court's attention to the testimony, given about the same time, of W. H. Tilford, now deceased, who had been connected with the Standard Oil organization since 1878 or 1879, who was a liquidating trustee, the attorney-in-fact for the liquidating trustees, and at the time of testifying was treasurer of the New Jersey company. For days the Government undertook to get from Mr. Tilford the facts and the records showing how this liquidation took place. The Government undertook to find out where the transfer books of the liquidating trustees were, but has never been able to find them or procure their production. (Record, vol. 1, pp. 95–184, especially pp. 100, 101, 102, 124.) Only after Mr. Tilford was confronted with certain books that Mr. Fay, the assistant comptroller, was compelled to produce, did he admit the scheme of the liquidation and control during this period, but he never produced the transfer books. (Record, vol. 2, pp. 622, 632.)

The Government also tried to get these transfer books from John Bensinger, who was the transfer agent for the liquidating trustees, in whose possession they last appeared when he left the company about the beginning of 1900, but he had no knowledge of

what had become of them. He turned over all the papers to C. T. White, who succeeded him. (Record, vol. 1, pp. 185–189.)

White was called as a witness and testified in substance that he succeeded Bensinger about the beginning of 1900, and that all the books were turned over to him; that a safe, containing a large number of books, was turned over to him, but he did not examine it; that the safe was removed from the office within a month or two after he came there; and that although he knew Bensinger was the transfer agent whom he was to succeed, the latter did not tell him what papers were in the safe. (Record, vol. 1, pp. 406, 410.) This testimony was taken in the fall of 1907.

Over a year later, in November, 1908, Mr. John D. Rockefeller and Mr. Archbold were both examined as to the liquidation of this trust, and asked to produce these books, but they never produced them or explained their loss. Neither did they make any claim that they had searched for them, although they were proven to have been in the office in a safe as late as 1900, and were necessarily important books. Mr. Rockefeller testified (vol. 16, p. 3184):

> Q. Will you make a search or cause a search to be made and see if you can find the original trust certificate books and the stock ledger and stock journal, or certificate ledger and certificate journal, showing the original issue of trust certificates and the transfers thereof down to the time the trust was dissolved?

Mr. MILBURN. I object to that question as relating to a matter not in any way referred to or covered by the direct examination.

Q. Please answer.

Mr. MILBURN. Now, what is it that Mr. Rockefeller is asked by the question to do?

Mr. KELLOGG. Please read it.

(The reporter read the question.)

Mr. MILBURN. Mr. Rockefeller, if I may suggest, you certainly will direct that to be done.

A. I will do anything that I can; but, as I have already stated, I have not been the custodian of such books and papers for over 30 years and know nothing about them.

When Mr. Rockefeller said he had not been the custodian of the papers for over 30 years it was a mere technical evasion. He was president of the trustees throughout the life of the trust, a liquidating trustee as late as 1899, and confessedly acted for a large number of certificate holders in 1899 and 1900, receiving their stock and turning it in to the Standard Oil Company of New Jersey, of which he has at all times since been the president. (Defendant's Exhibit 388; stipulation, vol. 17, p. 3665.)

Again he testified (vol. 16, p. 3186):

Q. At the time of the dissolution in March, 1892, how many trust certificates were there outstanding, in numbers?

Mr. MILBURN. Can't you state the amount to him?

Q. No; how many individual certificate holders?

A. Well, there were a few thousand. I could not tell you how many thousand there were.

Q. Your books would show that, would they not?

A. I think they would.

Q. I would like those books produced showing that fact, the same books that I asked for before.

Mr. Archbold, who is now and has been since 1899, vice-president, and a director of the Standard Oil Company of New Jersey, who was a trustee of the Standard Oil Trust and a liquidating trustee, who signed the trust agreements of 1879 and 1882, and who has always been in active management of Standard Oil affairs, testified as follows (vol. 17, p. 3382):

Q. At the time of the dissolution of the trust there were a large number of holders of trust certificates, were there not?

A. There were.

Q. About how many?

A. I haven't it in mind.

Q. Did the trustees keep stock-certificate books showing the issue and transfer of the stock from time to time?

A. They did.

Mr. ROSENTHAL. You mean from 1882 to 1892?

Mr. KELLOGG. Yes; from 1882 to 1892.

WITNESS. They did.

Mr. ROSENTHAL. Transfer of the certificates, you mean?

Mr. KELLOGG. Yes.

Q. Those books were the ordinary certificate books and trust-certificate journals or ledgers, weren't they?

A. I suppose they were.

Q. And they showed from time to time the owners of those various trust certificates?

A. Undoubtedly.

Q. Have you those books?

A. I have not.

Q. Do you know where they are?

A. I do not.

Q. Have you ever looked for them?

A. I have not.

Q. Did you know a year ago that the Government was trying to get hold of these books?

A. I don't remember particularly about it.

Q. Do you know that various witnesses were asked about those books and that they could not find them?

A. I think I have heard the matter referred to.

Q. Have you made inquiries to see if you could find them?

A. I have not.

Q. Will you do so?

A. I will, with pleasure. I know of no reason on earth why you should not have them.

Q. Well, I don't either; but we have not been able to get them for the last year.

A. You have not tried to, have you?

Q. Oh, yes.

Mr. ROSENTHAL. You have not tried by any proper method.

Mr. KELLOGG. We have asked every person who has been on the stand who is supposed to know anything about it.

A week or so later when Mr. Archbold was again on the stand and was asked to produce the books, he did not even claim that he had made a search for them. The conversation which took place between the witness, his counsel, and counsel for the Government, is as follows (vol. 17, p. 3652):

Mr. KELLOGG. No. 6: Produce the trust certificate books and trust certificate journal and ledger, showing the issuance and transfer of all certificates issued by the trustees.

Mr. MILBURN. Well, the same answer to that, Mr. Kellogg.

Mr. KELLOGG. There hasn't been any answer to that, Mr. Milburn.

Mr. MILBURN. If it is found it will be produced.

Mr. KELLOGG. The question is, Has it been found?

Mr. MILBURN. It would certainly be reported to me if it had been. Mr. Archbold answered that; that he would direct a search to be made, and that he hadn't the remotest idea why it should not be produced, so far as anything that it contained.

Mr. Milburn does not state that a search was made and the records could not be found, and no witness explains their absence.

It is perfectly evident from this record that every possible means to cover up the transactions and the list of stockholders during this liquidation period was resorted to by the defendants and their counsel. However, a partial list of the persons to whom stock was issued in the Standard Oil Company of New Jersey in exchange for stock in the 20 subcompanies was furnished. (Defendant's Exhibit 388, in 3 sheets, record, vol. 19, p. 894.) This list contains the names of 112 individuals. It is stipulated, however, that this was not a complete list of the persons who so exchanged their stock, and that a large number of the shares appearing in the name of Mr. Rockefeller and Mr. Flagler were not owned by them, but belonged to various holders of trust certificates, who, to avoid inconvenience, had placed their certificates in the hands of these gentlemen. (Stipulation, vol. 17, p. 3665.)

(3) It therefore appears that the shareholders were not always the same, nor anywhere near the same, and that the Government exhausted every reasonable means to procure the complete list. It is inconceivable that some one connected with the Standard Oil Company could not have explained their loss, but no explanation was made. The record in this case is full of just such evasions, and their claim that there were the same shareholders during all these years not only has no evidence to sustain it, but is disproved by the facts above set forth. The fact is that during these years the presiding genius who successively organized these illegal

trusts for the purpose of evading the law was Mr. John D. Rockefeller, and that the only persons who have been with him and acting with him during all these years were John D. Archbold, Henry H. Rogers, Wm. Rockefeller, Oliver H. Payne, Henry M. Flagler, and C. M. Pratt. These men never owned a majority of the stock in any of the trusts or combinations.

IV.

What is monopoly under the second section of the antitrust act?

(1) It is argued by counsel for appellants that the inhibitions of this section run against the unlawful means used to acquire the monopoly; that *acquired monopoly* is not declared illegal, but only the means by which it has been acquired; that monopoly at common law meant excluding one from a lawful employment by unlawful means; that the purchase of all the corporations engaged in a business is the exercise of a lawful right and therefore can not be an unlawful act of monopoly. One counsel (Watson, original brief, p. 264; revised brief, pp. 157, 159, 187) goes so far as to say that the means of exclusion must be those which are declared unlawful by Federal statute; that is, the acts in and of themselves must be specifically declared unlawful. Here we have, then, the substance of the various claims. Let us consider them.

(2) Originally monopoly meant a grant by sovereign power of the exclusive right to carry on any employ-

ment. The only act of exclusion was the grant itself. If the grant was void then there was no monopoly. These monopolies were common in all monarchical countries. They were unlawful because, as said by Lord Coke,

> All trades, as well mechanical as others, which prevent idleness (the bane of the Commonwealth) and exercise men and youth in labour, for the maintenance of themselves and their families * * * are profitable to the Commonwealth; and therefore * * *
>
> The sole trade of any mechanical artifice, or any other monopoly is not only a damage and prejudice to those who exercise the same trade, but also to all other subjects.

The result of monoply he pointed out was (*i. e.*):

> It tends to the impoverishment of divers artificers and others who before, by the labor of their hands in their art or trade, had maintained themselves and their families, who now will of necessity be constrained to live in idleness and beggary * * *. (11 Coke R., 84b.)

Such monopolies were "against the common law and the benefit and liberty of the subject." (Slaughterhouse cases, 16 Wall., 103.)

(3) Admitting the limited meaning of the word under the early English decisions, it came to have a broader meaning under the common law in later days and especially in the United States. There being, of course, no such thing in this country as an absolute monopoly by grant of Congress or of the

legislatures (other than patent rights and copyrights limited in duration), the legislation of Congress was not directed against monopoly granted by law. We must, therefore, seek other authority for the meaning of the word monopoly. And, in order to arrive at what Congress intended by the act of 1890, it is important to understand the history of the times and the general understanding of monopoly as defined by the courts and by political economists.

In all of the trust cases—by which we mean cases where trusts like the Standard Oil Trust of 1882 came before the court—combinations were held to be illegal because they tended to create monopolies. (*State* v. *Standard Oil Co.*, 49 O. St., 137; *People* v. *North River Sugar Refining Co.*, 54 Hun, 354; *State* v. *Nebraska Distilling Co.*, 29 Nebr., 700; *Distilling & Cattle Feeding Co.* v. *People*, 156 Ill., 448; *National Lead Co.* v. *Grote Paint Store Co.*, 80 Mo. App., 247.)

In the *North River Sugar Refining Co.* case the court said (p. 377):

> Any combination the tendency of which is to prevent competition in its broad and general sense and to control and thus at will enhance prices to the detriment of the public is a legal monopoly.

In the case of *Alger* v. *Thacher* (19 Pick., 51) the Supreme Court of Massachusetts had under consideration a bond conditioned that the obligor should not carry on the business of founding iron. The court said that this was void because it tended to monopoly.

> They expose the public to all the evils of monopoly. And this especially is applicable to wealthy companies and large corporations, who have the means, unless restrained by law, to exclude rivalry, monopolize business, and engross the market. (P. 54.)

In *People* v. *Chicago Gas Trust* (130 Ill., 268), where one corporation bought the stock of another gas company, the court said (pp. 293, 295):

> Whatever tends to create a monopoly is unlawful as being contrary to public policy. * * * If contracts and grants whose tendency is to create monopolies are void at common law, then where a corporation is organized under a general statute, a provision in the declaration of its corporate purposes the necessary effect of which is the creation of a monopoly, will also be void.

In *Salt Co.* v. *Guthrie* (35 Ohio St., 666), where certain salt manufacturers agreed between themselves to regulate the price of salt and sell at a price fixed by a committee, the court said (p. 672):

> The clear tendency of such an agreement is to establish a monopoly and to destroy competition in trade, and for that reason, on grounds of public policy, courts will not aid in its enforcement.

In *Chapin* v. *Brown* (83 Iowa, 156), where all the grocery men in town, in order to avoid a trade in butter which was burdensome, agreed not to buy except for use in their own families, so as to throw the business to one person, it was held that the agreement tended to create a monopoly.

In *Richardson* v. *Buhl* (77 Mich., 632), the Supreme Court of Michigan held that a combination formed by organizing a corporation and purchasing the large percentage of the match manufacturing concerns was illegal at common law because it tended to monopoly. The court said (p. 658):

> Monopoly in trade or in any kind of business in this country is odious to our form of government. * * * All combinations among persons or corporations for the purpose of raising or controlling the prices of merchandise, or any of the necessaries of life, are monopolies and intolerable, and ought to receive the condemnation of all courts.

In *Craft* v. *McConoughy* (79 Ill., 346), four separate grain dealers in Rochelle entered into articles of agreement for one year, each agreeing to carry on their separate business "as though there was no partnership in appearance, keep their own accounts, pay their own expenses, ship their own grain, and furnish their own funds to do business," the common profits, however, to be divided in shares. The court held that this was an attempt "to control and monopolize the entire grain trade of the town and surrounding country." The court said (p. 350):

> The laws of trade, in connection with the rigor of competition, was all the guaranty the public required, but the secret combination created by the contract destroyed all competition and created a monopoly against which the public interest had no protection.

In the case of *Central Railroad Co.* v. *Collins* (40 Ga., 582) the Supreme Court held that the Central of Georgia could not purchase a large amount of the stock (less than a majority) in a competing road, because it would tend to give it a monopoly, and was therefore against public policy (628 to 631 of the opinion). The court said (p. 630):

> A colossal enterprise, assured of handsome dividends by the possession of a monopoly, may well rest upon its position, knowing that however the country may suffer from its exactions, its own profits are secure. It is the rivalry of opposing interests, the struggle for success, nay, even for life, with dangerous opposition, that gives life, enterprise, and success to railroads as to other human undertaking.

See other decisions in volume 1 of our brief.

These cases were decided before the Sherman Act was passed, and defined monopoly at common law as it was understood and existed in this country. They embrace trusts like the Standard Oil Trust; agreements fixing prices, dividing territory, or limiting production, thereby tending to enhance or control the price of products; general agreements restraining individuals from engaging in any employment except as incident to the sale of property; purchases by corporations of all or a large proportion of competing manufacturing or mechanical plants; combinations of separate businesses in the form of partnership but really for the purpose of controlling the trade; and various other forms of acquiring monopoly.

There was no unlawful exclusion of any one else from doing business in these cases. They show that the term "monopoly" as applied in American jurisprudence meant monopoly acquired by mere individual acts, as distinguished from grant of government, although the individual act in and of itself was not illegal; the concentration of business in the hands of one combination, corporation, or person, so as to give control of the product or prices; as said by Mr. Justice McKenna, in the Cotton Oil case, "all suppression of competition, by unification of interest or management."

The foregoing case of Craft *v.* McConoughy well illustrates the argument we make. The pretended copartnership formed between the dealers of the town of Rochelle, while carrying on the business separately, enabled them to control the prices to the detriment of the surrounding country. It was therefore a monopolizing or an attempt to monopolize a part of the commerce of the State; and the monopolization would have been just as effective had these separate business enterprises been stock corporations and the stock placed in the hands of a holding company. A similar illustration was the case of Smiley *v.* Kansas (196 U. S., 447, affirming 65 Kan., 240), in which an attempt to control the grain trade of a particular station was held illegal under a state statute. The Standard combination is an attempt to control and monopolize a vast commerce of the entire country, as these people

undertook to control and monopolize a local commerce.

The term "monopoly," therefore, as used in the Sherman Act was intended to cover such monopolies or attempts to monopolize as were known to exist in this country; those which were defined as illegal at common law by the States, when applied to intrastate commerce, and those which were known to the Congress when the act was passed. The monopoly most commonly known in this country, and which the debates in Congress show were intended to be prohibited by the act, were those acquired by combination (by purchase or otherwise) of competing concerns. The purchase of a competitor, as a separate transaction standing alone, was the exercise of a lawful privilege, not in and of itself unlawful at common law nor prohibited by statute, yet in the *Northern Securities case* the purchase of stock in a railway was held to be illegal when done in pursuance of a scheme of monopoly.

(4) It is not necessary in this case, and we doubt whether in any case it is possible, to make a comprehensive definition of monopoly which will cover every case that may arise. It is sufficient if the case at bar clearly comes within the provisions of this act. We believe that the defendants have acquired a monopoly by means of a combination of the principal manufacturing concerns through a holding company; that they have, by reason of the very size of the combination, been able to maintain this monopoly through unfair methods of competition, discriminatory freight

rates, and other means set forth in the proofs. If the act did not mean this kind of monopoly, we doubt if there is such a thing in this country. The men who framed the Constitution of this country were familiar with the history of monopolies growing out of acts of the Government. They guarded the people against these by constitutional provisions, but they left open the widest field for the exercise of individual enterprise, and it was the abuse of these personal privileges, made easy by state laws permitting unlimited incorporation, which gave rise to the evils that convinced the people of the necessity for the passage of the Sherman antitrust act. It was not monopolies as known to the English common law, but monopolies such as were commonly understood to exist in this country which that act prohibited.

We do not therefore believe that the only means of securing a monopoly is by excluding persons by unlawful means from engaging in business, much less by such means only as are prohibited by Federal statute.

(5) As a natural conclusion from the foregoing definition of monopoly by appellants' counsel, they claim that the inhibitions of the second section are against the unlawful means used to acquire the monopoly, but that acquired monopoly is not illegal; therefore that the court can only restrain the means by which the monopoly was acquired, leaving the monopoly to exist. We believe this to be an altogether too refined construction of the act. If such be the true interpretation, the result would be that one could

combine all the separate manufacturers in a given branch of industry in this country by use of unlawful means such as discriminatory freight rates, but, if not attacked by the Government before it had obtained complete control of the business, its very size, with its ramifications through all the States, would make it impossible for anyone else to compete, and it could control the price of products in the entire country and would be beyond the reach of the law. It could, by selling at a low price where a competitor was engaged in business and by raising the price where there was no attempt at competition, absolutely control the business without itself suffering any loss; and yet the Government would be powerless to destroy the monopoly because the unlawful means had been abandoned. That is substantially the position of the defendants in the case at bar. Counsel say, If we have done anything wrong, enjoin us from continuing those acts, but leave us the power of our monopoly thus acquired.

So far as this case is concerned, we believe the court has power under section 1 to declare illegal the combination, thereby causing the defendants to sever their various corporations. This would destroy the monopoly. But, assuming for the purpose of argument that there was no such combination to be dissolved, the act makes it unlawful for anyone to monopolize or attempt to monopolize interstate or foreign commerce and empowers the Federal courts to prevent and restrain violations of the act. The manufacture, transportation, and sale of oil is a part

of the commerce of the country, and no one can monopolize it except in violation of the act. The act therefore makes unlawful the continuance of the monopoly. The very act of continuing to do all or a dominant part of the commerce in oil by this combination is an act of monopolizing, and an injunction may prohibit the defendants from continuing to do business until they have ceased monopolizing or attempting to monopolize the commerce in oil by terminating the combination of the defendant corporations and distributing the stocks now held in unified control.

The discussion of this question is probably academic in this brief, because if the defendants are required to dissolve their combination that of itself will stop the monopoly, and when the defendants come to comply with the decree the court has power to decide whether the defendants have ceased the combination and have separated the business into a sufficient number of integral parts to prevent any one of them from being or obtaining a monopoly.

V.

Evidence that the defendant companies obtained rebates and discriminatory rates in the transportation of their product as against their competitors, and engaged in unfair and oppressive methods of competition, thereby destroying the smaller manufacturers and dealers throughout the country, is material in this case.

(1) We briefly considered this subject in volume 1 of our brief, page 379. Since the argument,

however, a number of cases have been decided or have come to our attention directly bearing upon this question, to which we desire to call the attention of the court.

State of Missouri v. *Standard Oil Co.*, 218 Mo., 1.

State of Minnesota v. *Standard Oil Co.*, 126 N. W. Rep., 527.

Standard Oil Company v. *State of Tennessee*, 117 Tenn., 618.

Standard Oil Co. v. *State of Tennessee*, 120 Tenn., 86; same case, 217 U. S., 413.

State of South Dakota v. *Central Lumber Co.*, 123 N. W. Rep., 504.

Citizens' Light, Heat & Power Co. v. *Montgomery*, 171 Fed., 553.

State of Nebraska v. *Drayton*, 82 Nebr., 254; 117 N. W. Rep., 769.

People v. *American Ice Co.*, 120 N. Y. Supp., 443.

(2) We call the attention of the court to the fact that the statement of counsel in their brief that the testimony on this subject offered by the Government in the case at bar was mostly incompetent and immaterial is absolutely without foundation. They selected (pp. 172–173, brief of facts) two instances where the Government offered some written evidence which was afterwards not substantiated. These exhibits have not been referred to by the Government in any brief or argument of the case. It is well known to the court that all the testimony can not be put in at once, and we frequently offered documents and afterwards substantiated them by competent testimony.

We believe counsel have selected the only two exhibits which were not afterwards proven.

Counsel, however, have not hesitated to quote in their briefs, both in this court and in the court below, an exhibit on the subject of unfair competition which was never sufficiently proved. We refer to the supposed letter of a Mrs. Jones (Deft.'s brief, vol. 2, p. 199), which was never proved by any person who knew the author of the letter or the handwriting thereof or anything about its subject-matter. (Record, vol. 13, p. 1437.) The matter is unimportant, but is indicative of the character of the defense.

As to the prices in the various communities, the court will see that we relied principally upon the facts obtained from the Standard Oil Company's statistical department.

As to price cutting, counsel state that we only showed 37 towns in which the defendants engaged in local price cutting, while the Standard is doing business in 37,000 towns throughout the United States. We actually proved by witnesses price cutting under the independents in 110 towns; and it must be remembered that in large tracts of country the Standard has absolutely eliminated all competition, and the independents are now doing business in but a small number of places. For instance, take the States of Colorado, Wyoming, Utah, Idaho, and New Mexico, known as the Denver territory: practically every independent has been eliminated. The proof shows that the independents have sold in these States only from two-tenths of 1 per cent to one and one-tenth

per cent of the trade in illuminating oil. Also, take Washington, Oregon, Nevada, Arizona, and large stretches of country in the South: all competition has been eliminated, and the prices in this territory are abnormally high. The Government's proof is plenary and is sufficiently reviewed in volume 2 of the brief filed on the former hearing.

(3) The opinions in some of the cases above cited are exceedingly long, and for the convenience of the court we have extracted the substance thereof.

In the Missouri case (218 Mo., 1) the Standard Oil Company of Indiana and the Waters-Pierce Company were excluded from the State because belonging to a combination in restraint of trade in violation of the State law. The court, however, considered as bearing upon the question the unfair methods of competition. It was shown in that case that the State had been divided up between the Waters-Pierce Oil Company and the Standard Oil Company of Indiana; that the Standard Oil Company held out the Waters-Pierce and the Republic companies as independent, when, as a matter of fact, they were controlled by it. It was proved also that they were engaged in unfair methods of competition by cutting the prices below a profit where independents were doing business; that they paid rebates to customers of the independents, thereby accomplishing the same thing; that they had obtained from railroads information as to independent shipments, and had used such information for the purpose of destroying the business of the independents. The court held this

evidence material. The testimony in that case was by stipulation of counsel read into the record in the case at bar, and is briefly given in volume 2 of our brief.

In the case of *State* v. *Central Lumber Co.* (South Dakota) (123 N. W. Rep., 504), suit was brought by the State to oust the defendant on the ground that it violated the statute prohibiting intentional discrimination in prices against particular localities for the purpose of destroying competition, etc. The court held that the statute was constitutional and that the defendant had been guilty of its violation, which tended to create a monopoly, and sustained a judgment ousting the corporation from the State. The court said (p. 509):

> Now he says to a competitor, if such competitor be weaker than he: "Get out of my way. Sell me your business or I will destroy it by unfair competition;" or in many cases without giving his victim a chance to sell to him the business he has he sets about destroying it, and by a method as certain as the passing of time, a method that need bring to him not even an immediate financial loss. He puts the price of the commodity handled so low, at the point where his victim is in business, as to make it impossible to meet such price except at a loss, and, to offset what loss he suffers at that point, he raises prices at one or more other points. As soon as this practice became quite prevalent, the public realized that an old evil was being brought upon them by a new method; a method that not

only tended as its natural and necessary result to place a monopoly into the hands of the strong, but did not, as before, permit the competitor to share in the fruits of the wrong—an evil bringing loss to the public and wrong and injustice to the weak tradesman. Again human experience, recognizing the laws of God and nature, controlled and guided by an aroused public conscience, evolved a new law, and placed it upon the statute books of this and many other States, a law aimed at monopolies obtained through unfair competition. The question before this court, as it was before the court in case of *State* v. *Drayton* (Neb.), (117 N. W., 768), is, Are these laws constitutional as being within the scope of the police powers, or is the State helpless to grapple with and destroy this new evil, because in so doing it will take from the wrongdoer the full enjoyment of right to life, liberty, and property? We have no hesitancy in saying that this class of legislation comes directly within the intendment of section 20, article 17, of our Constitution, and that there is nothing in the third point raised by appellant that "This law can not be upheld upon the theory that its purpose and effect is to prevent the establishment of a monopoly."

We not only believe it can be upheld upon the above theory, but also that it comes under the scope of proper police regulation as recognized by the authorities, and this, not only because it is intended, and would naturally tend to prevent a wrong to the public, but because we

believe it is inherent in the powers of the State to protect one citizen against "unfair competition" of another citizen, where such "unfair competition" is used as a means to and with the intent to deprive such other of his rightful enjoyment of property or the use thereof. Can it be held that this evil which threatens the very foundations of our economic system, and through it the very foundations of a free government, can not be reached, for the reason, forsooth, that it interferes with the right of free contract on the part of the individual guilty of the wrongful practice? Bear in mind at all times that this law is aimed only at persons who resort to such "unfair" methods with the "intent" to destroy the business of their competitors.

* * * * *

Summarizing all we have said herein: The lawmakers of this State, taking notice of a business practice known to all men, and which had grown in rapid strides during past years, until it was threatening the welfare and liberties of a free people by its tendency to create monopolies in the articles of commerce, thus leaving the consumers the helpless prey to the avarice of the holders of such monopolies, passed the law in question to cure the above-mentioned evil; the law is sufficient in form as a criminal statute, as it set out clearly the acts condemned as wrongful, and forbade the same by providing a penalty for the doing of such acts.

In the case of *Citizens' Light, Heat & Power Co.* v. *Montgomery Light & Water Power Co.* (171 Fed.,

553) the court, Jones, district judge, held that an injunction would lie to prevent a corporation from interfering with the business of the competitor by procuring the cancellation of the competitor's orders and the violation of its contracts. The court said, (page 561):

> Hence, while the law allows a trader, by mere solicitation, to persuade customers to change their business relations, without actionable liability therefor, though a broken contract is the result, it does not permit such a solicitor even in the interests of competition to go further, intervening actively between the contracting parties, as a dominant agency in producing a breach, by promise of indemnity to one of them to induce the breach. When the solicitor knowingly and intentionally goes beyond mere solicitation to induce another man's customer to do business with him, and promises to hold that other man's customer harmless for the breach of a contract with him, he transcends the rights of the law of competition, has no "sufficient justification," and thereby becomes liable to him whose customer is taken over. Such conduct is an unlawful interference with another man's rights, for which he may maintain an action and recover nominal damages, although the contract be not actually breached in consequence of the solicitation. While there are some authorities to the contrary, the current of authority in this country and in England is that—
>
> "The violation of a legal right committed knowingly is a cause of action, and that it is

a violation of a legal right to interfere with contractual relations recognized by law, if there be no sufficient justification for the interference." (*Quinn* v. *Leatham*, supra, 510; *Angle* v. *Chicago, etc., Ry. Co.*, 151 U. S., 1; 14 Sup. Ct., 240, 38 L. Ed., 55; *Martens* v. *Reilly*, 109 Wis., 464, 84 N. W., 840; *Rice* v. *Manley*, 66 N. Y., 82, 23 Am. Rep., 30; *Bitterman* v. *L. & N. R. R. Co.*, 207 U. S., 205, 28 Sup. Ct., 91, 52 L. Ed., 171; *Beekman* v. *Marsters*, 195 Mass., 205, 80 N. E., 817, 11 L. R. A. (N. S.), 201, 122 Am. St. Rep., 232; *South Wales Miners' Fed.* v. *Glamorgan Coal Co.*, Appeal Cases, 1905, p. 239. See also Nims on Unfair Business Competition, pp. 351–371.)

In the case of *Standard Oil Co.* v. *State* (117 Tenn., 618; same case, 100 S. W., 705), and *Standard Oil Co.* v. *State* (120 Tenn., 86; same case, 110 S. W., 565; affirmed in the Supreme Court of the United States, 217 U. S., 413), the supreme court of Tennessee affirmed the conviction of the officials and agents of the Standard Oil Company for conspiracy to engage in unlawful competitive practices, and in the latter case the corporation was ousted from the State under quo warranto proceedings for like practices. It was there held that for the Standard Oil Company and its agents in Tennessee to enter into a conspiracy to procure the countermanding of sales of oil by independent oil companies, by giving the merchants certain oil, was unlawful and in violation of the laws of Tennessee, and tended to suppress competition. The Supreme Court of the United

States held that there was no federal question involved, and affirmed the decree.

In the former case the Supreme Court of Tennessee said (117 Tenn., 646):

> The evidence offered tended to prove an agreement conceived and effected by the Standard Oil Company and its agents to protect the oil of the principal then stored in Gallatin from competition with that about to be imported and offered for sale by a competitor, and not to protect that of the Evansville Oil Company yet to be transported there.

But the court held in this case that the only remedy against the corporation was proceedings to oust it from the State, whereupon a suit was brought, and from a judgment ousting the corporation a writ of error was taken to the Supreme Court of the United States, and the judgment affirmed. The Tennessee court said (120 Tenn., 174, 176):

> The tendency of the agreements and arrangements above referred to, and we think the inevitable purpose, under a fair deduction from the evidence, was to lessen competition with the defendant's business at Gallatin in respect of the oil it had on storage there and was offering for sale.
>
> * * * * *
>
> It is said that, while the securing of countermands is not a proper way to conduct business, yet under the custom of trade a merchant has the right to countermand an order, and hence there is nothing unlawful in making such countermands. There is evidence of such a cus-

> tom in the record, and if the merchants referred to had made those countermands for their own purposes, unmoved by combination or agreement with a third party—in this case, the defendant company and Holt and Rutherford—there would have been no ground of action.
>
> "The difference, in legal contemplation, between individual right and combined action in trade," said the court in *Bailey* v. *Master Plumbers*, "is seen in numerous cases."

In the case of *State* v. *Drayton* (82 Nebr., 254) an information was filed against the Atlas Elevator Co., a corporation created under the laws of West Virginia and doing business in Nebraska in the sale and distribution of lumber, lime, plaster, cement, and brick, charging them with violating a statute against local, unfair discriminations by selling a commodity in one place at a lower rate than in another after making due allowance for distance, etc., for the purpose of destroying a competitor. The court held the statute constitutional, and said (pp. 261, 264):

> It is within the knowledge of all of mature years that within the last quarter or half century the meats furnished the people of our cities and towns were supplied by local dealers who purchased their live stock from the nearby farmer or stock grower, slaughtered the animals, and supplied wholesome meats at reasonable prices, and yet paid remunerative prices for the live animals, saving the cost of transportation to and from what are now the exclusive points of manufacture and produc-

> tion. That both the producers and consumers are losers is known to all That this condition has been brought about by a system of coercion and underselling "for the purpose of destroying the business" of local competitors is also known to all. Is there no power anywhere lodged in the State to prevent this or remedy the evil? If there is, it is with the law-making power. If that department of Government has the power, it must be by the exercise of the right of police regulation. Has the legislature that power? * * *
>
> If the State has not the power to protect its people from the acts of those who have for their "purpose" the destruction of the business of a competitor in order that the wrongdoer may have a monopoly, its powers are much more limited than we had supposed.

In the case of *State of Minnesota* v. *Standard Oil Co.* (126 N. W., 527), suit was brought to forfeit the license of the Standard Oil Company to do business in Minnesota under a statute similar to that before the court in the case last cited.

Judgment of ouster was sustained in the Supreme Court. The court said (p. 531):

> The public policy, not only of Minnesota but of all the States and the Federal Government, is to restrain monopolies and to encourage competition. Everywhere are found laws prohibiting pools and combinations in restraint of trade. Here we have one of the principal products of petroleum, kerosene, which, it is claimed in the complaint, can be so handled by

> a powerful corporation that competition can be stifled without resort to either pool or combination. The complaint charges defendant discriminates in its prices for the purpose of destroying the business of its competitors, and has and does prevent legitimate competition. We are advised of no other product or article of commerce, except other petroleum oils, as to which such a practice prevails. The demurrer admits these allegations. All these conditions were before the legislature and furnished the motive for the legislation. The classification was neither fanciful nor arbitrary, but proper and necessary to meet the peculiar conditions surrounding the distribution of these primary products of petroleum. (*Willis* v. *Standard Oil Co.*, 50 Minn., 290, 52 N. W., 652; *Otis* v. *Parker, supra.*)

In the case of *People* v. *American Ice Co.* (120 N. Y. Sup., p. 443, not yet officially reported) the defendant was indicted under the antimonopoly statute of New York for combining to restrain trade and monopolize commerce. It appeared that the American Ice Company had purchased a large number of competitor's properties, and also the plants and business of a large number of ice dealers in the Borough of Manhattan, and had taken from them a contract not to further engage in the business for ten years. To show the intent which the defendant had in purchasing this property the court permitted the State to show unfair methods of competition in the effort to destroy competition. In charging the jury the court, Wheeler, J., said (p. 452):

It was within this rule that the court permitted the prosecution to show in this case the methods employed by the defendant in its efforts to destroy competition and acquire the business of independent ice dealers. The prosecution was permitted to show that, under instructions from the president of the defendant, men were sent to follow the wagons of independent retail dealers, to list their customers, and then others were sent to solicit their trade and take it from them by offering to sell ice to them at any price which would secure their patronage and take it from the independent, and thus force the independent dealer to sell his business to the defendant or retire from it altogether. In other words, their testimony was received as tending to show that at the time many of these contracts with restrictive agreements against going into the ice business were obtained the defendant was also endeavoring in other ways to monopolize the field. So, too, the prosecution was permitted to show as tending to establish an attempt and design to create a monopoly and drive independent dealers out of business, or force them to sell to the defendant so it could handle and control the ice business, that defendant raised the price of ice at the ice bridges, so that the independent dealer could not pay the price asked and supply his regular customers without doing so at a financial loss. The prosecution claim this was done arbitrarily and without justification. It is very manifest the small dealer could not continue in business under such conditions without

sooner or later becoming bankrupt. It is true, as has been argued by the able counsel for the defendant, that the defendant had the legal right to refuse to sell its ice to the independent competing ice dealer. It had a right to ask such price for its ice as it saw fit, it had the right to go into the district and undersell the independent dealer, but at the same time these acts were permitted to be shown as reflecting and tending to show a design and purpose in one way or the other to drive the independent dealer from the field of competition, so that ultimately this defendant would be the sole and only dealer selling ice in the districts in which the independent operated, thereby establishing a monopoly of the ice business in those districts, and thus enabling the defendant to control the price to be asked of the consumer.

This evidence became very important as throwing strong light upon the question as to whether in making the many contracts taken from independent dealers which contained the restriction that the seller should not enter the ice business for a given number of years, those contracts were made "for the purpose of creating, establishing, or maintaining a monopoly" as declared illegal by the statute.

It may be, and often is the case, that temporary low prices are given to the consuming public for the very purpose of crushing rivals in business to the end of ultimately controlling and raising prices to the permanent disadvantage of the public. It is for you to say whether such was the object in this case. The court

can not call the jury's attention to all the evidence bearing on this subject. It can only reiterate the jury have the right, and it is their duty, to give due weight to every fact and circumstance which throws light upon the purpose with which these restrictive contracts were obtained. If made "for the purpose of creating, establishing, or maintaining a monopoly," then the contracts violate the statute and are illegal.

And what I have said relative to the contracts with the independent retail route men also applies to certain other contracts introduced in evidence in this case. For instance, the contract with Willis A. Winne, made April 26, 1905, whereby Winne sold or leased to the defendant certain ice houses, bridges, and business, and covenanted not to engage in selling ice at retail or wholesale in Greater New York, and like contracts with others not to increase the crop of ice to be harvested.

In defining monopoly the court said (p. 456):

What constitutes a monopoly? The monopoly condemned by the statute need not be a complete and absolute one, excluding all competition—a complete control of the production and sale of a commodity. "A monopoly in the modern sense is created where, as the result of effort to that end, previously competing businesses are so concentrated in the hands of a single person or corporation, or in a few persons or corporations acting together, that they have power to practically control prices of a commodity and thus suppress competition." "A

monopoly exists where all or nearly all of an article of trade or commerce within a community or district is brought within the hands of one man or set of men, or of a corporation or set of corporations acting together, so as to practically bring the handling or production of a commodity within such single control, to the exclusion of competition or free traffic therein."

Did the defendant effect or attempt to make such an arrangement? If so, it violated the statute in attempting to create and maintain a monopoly. Combinations and arrangements are unlawful the design and effect of which necessarily is to give the party putting or attempting to put them into execution a monopoly more or less for any length of time of the production or sale of a commodity, or to regulate or control the price of a commodity to insure a pecuniary advantage in restraint of trade which would be injurious to the community. And right at this point we may with perfect propriety say and charge you that such a monopoly as we have defined, or the attempt to create one, need not cover the entire territory of the Borough of Manhattan. If the monopoly sought to be established was one covering a part of the territory of the borough, of one district in the borough, so that the consumers in that portion of the city were deprived of the benefit of free competition, then the defendant would be just as guilty as though the monopoly extended to every foot of land within the boundaries of Manhattan.

VI.

Railroad freight rates.

The testimony on this subject is sufficiently reviewed in the former brief (vol. 2, pp. 196 to 382). We desire, however, to call the court's attention to the fact that since the argument of this case the conviction of the Standard Oil Company for receiving concessions in rates from Olean to Vermont points has been affirmed by the unanimous opinion of the Circuit Court of Appeals for the Second Circuit. (See *Standard Oil Company* v. *United States*, 179 Fed., 617, opinion by Judge Noyes.) The facts on which that case was affirmed are fully proved in the case at bar, and the testimony will be found reviewed in our previous brief, volume 2, page 285 et seq. This court has very recently refused to grant a writ of certiorari to review this judgment.

VII.

Growth of competitors of the Standard Oil Company.

In chapter 12, pages 99 et seq., volume 2, of appellants' brief, they treat of the growth of their competitors. It is true that since the Department of Commerce and Labor commenced its investigation of the Standard Oil Company and exposed its methods, and the Government brought suit, the independents have had an opportunity to do business and have grown rapidly. This investigation was commenced in 1904 and the principal increase in the business of the independent manufacturers and deal-

ers has been since that time. But once remove the fear of the law and there is no question that the Standard could and would eliminate these independents, as it has done before.

There are, however, many inaccuracies in the statements in their brief:

(1) It is stated that there are 126 independent refineries. There is no testimony to substantiate this. Mr. Archbold presented a list of what he called "independent refineries" (Ex. 277, vol. 19, Rec.). As a matter of fact, there are in this list many repetitions, the National Refining Company being included six times. A large number of these so-called refineries are unimportant compounding works; and most if not all of the refineries in Kansas have been constructed since the bringing of this suit. Archbold admitted on cross-examination that he had no personal knowledge of the accuracy of this list (vol. 17, Rec., 3436, 3438), and it is not substantiated by any other witness.

(2) The statement of the Standard's proportion of the consumption of crude oil is absolutely misleading. The Government gives in its brief, with accuracy, the percentage manufactured by the Standard and the percentage by the independents. (Gov. brief, vol. 1, p. 144; Petitioners' Ex. 394, vol. 8, p. 941.)

In 1904 the Standard used 56,157,009 barrels out of a total crude oil refined in the United States of 66,982,862 barrels.

The defendant says that in 1906 it manufactured 58,924,601 barrels of crude, while the independents

refined "or otherwise utilized and sold" 53,528,855. No one knows better than they that that includes a large amount of crude sold by producers in California and Texas for fuel oil. As a matter of fact, the amount of refinable oil refined and sold by the Standard in this country is given by the Government in its brief.

VIII.

Tank cars.

It is stated that the Standard Oil Co. has only 48 per cent of the tank cars used for the transportation of oil in the United States, and all the balance are attributable to competitors. The fact is, the list includes all of the oil tank cars in use—those used by the railroads for transporting crude oil for railway consumption, and those used by persons who are not engaged in the manufacturing business at all but who use them for the transportation of crude oil for fuel purposes.

IX.

Competing refineries purchased and dismantled.

In chapter 3, volume 2, of appellants' brief, and at various places in the revised brief of Mr. Watson (notably pp. 337, 348), counsel treat of the development of the Standard Oil Company's business as though it was a natural growth, and they purchased refineries simply to add to their business and increase their capacity. The testimony does not bear out any such claim, as a large number of refineries were purchased and dismantled, some as recently as 1900 and 1901.

We have prepared a schedule which we print herewith (Appendix C) showing, as far as we are able to do so from the testimony, the purchase or other acquisition of competitors, either through combination of stock ownership, or the purchase of stock or properties; the date, the nature of the property, and business, the size and value thereof where it can be furnished, and whether subsequently operated or discontinued. The Government does not pretend that this is a complete list of properties acquired by the Standard; a complete list was demanded of the defendants, but was never produced.

This schedule shows that the Standard acquired 123 refineries (many of which also did a marketing business), 11 lubricating oil works, 1 vaseline works, 24 pipe-line concerns, and 64 exclusively marketing concerns; a total number of 223.

Neither did these acquisitions all occur at an early date. About half of them, in number, occurred since 1879, and many important ones between 1890 and 1902, for instance:

Scofield, Shurmer & Teagle, competitors of the Standard from a very early date, doing a large marketing business in seven or eight Central and Western States, and owning refineries at Cleveland and Scio, Ohio, purchased in 1901.

Pacific Coast Oil Company, having a small refinery, producing properties, pipe lines, and marketing business in California, purchased by the Standard Oil Company of New Jersey in 1900 for $761,000.

Manhattan Oil Company, having a refinery, producing properties, and pipe lines in Ohio and Indiana, and eight or nine hundred tank cars, acquired in 1899, value about $2,800,000.

Indiana Pipe Line and Refining Company, having a large refinery at Kankakee, Ill., just constructed, and 180 miles of new pipe line, acquired at the same time the Manhattan was acquired.

Argand Refining Company, having a refinery at Marietta, Ohio, purchased in 1898 for about $180,000.

Crescent Pipe Line Company, having a trunk line from western Pennsylvania to the seaboard; the Mellon gathering lines in the oil fields of western Pennsylvania; and the Crescent refinery at Philadelphia, nearly completed; purchased in 1895.

National, Schwartz, Western, Mutual, and International refineries at Titusville and Reno, Pa., purchased in 1895.

The two large, modern refineries of the Globe Refining companies of Pittsburg and Philadelphia, together with the Western and Atlantic pipe lines, reaching Pittsburg from the oil regions of Pennsylvania, acquired in 1890 for $1,274,828, in Standard Oil Trust certificates and cash.

Of the refineries named in this schedule the testimony shows about 75 were dismantled. As to a great many of the others purchased there is no specific testimony in the record that they were dismantled, but as a matter of fact most of them were undoubtedly dismantled, as the Standard now has

all of its refining properties combined into about 20 separate works, including in that number the works of the Corsicana and Security companies. (Petitioner's Exhibit 393.)

Of the 17 refineries in Cleveland acquired in 1871 and 1872, 12 were immediately dismantled.

Mr. Archbold testified in 1888 that up to that time they had purchased and dismantled about 50.

They dismantled the refineries of Scofield, Shurmer & Teagle in 1901, the refinery of the Manhattan Oil Company in 1900, the new refinery of the Indiana Pipe Line & Refining Company in 1900, the refinery of the Argand Refining Company in 1898, and those acquired in 1890 and 1895 above named.

Mr. Watson says (p. 337, revised brief) that only four refineries of any importance were purchased between 1882 and 1900. There were twenty-six good sized refineries—some of them large ones—purchased and dismantled between 1882 and 1902; twenty-two of them during the period in which Mr. Watson says there were only four. (See Appendix C, hereto attached.)

GEORGE W. WICKERSHAM,
Attorney General.

FRANK B. KELLOGG,
C. A. SEVERANCE,
Special Assistants to the Attorney General.

APPENDIX A.

States having antitrust constitutional and statutory provisions, and references thereto.

ALABAMA.

Crim. Code, 1907, secs. 7579–7581.

ARKANSAS.

Const., 1874, art. 2, sec. 19.
Kirby's Digest Ark. Stat., 1904, secs. 1976–1982.
Acts of 1905, act No. 1.

CALIFORNIA.

Civil Code, sec. 1673.
Stat., 1907, ch. 530.

FLORIDA.

Gen. Stat., 1906, title 6, ch. 4 (confined to beef and meats).

GEORGIA.

Const., art. 4, sec. 2, par. 4.
Code, 1895, secs. 5800, 3668.
Supp., 1901, Code, title 18, ch. 3 (held unconstitutional in *Brown* v. *Jacobs P. Co.*, 115 Ga., 429).

IDAHO.

Const., art. 11, sec. 18.

ILLINOIS.

Hurd's Rev. Stat., 1908, p. 765, secs. 269a, 269b.

INDIANA.

Burns' Anno. Stat., 1908, ch. 21, secs. 3866–3892.

IOWA.

Code, 1897, secs. 5060–5062.
Laws, 1909, ch. 225.

KANSAS.

Rev. Stat., 1909, ch. 81.

KENTUCKY.

Const., sec. 198.
Carrolls Stat., 1903, ch. 101.

LOUISIANA.

Const., art. 190.
Wolff's Rev. Laws, 1904, pp. 1804–1806.

MAINE.

R. S., 1903, ch. 47, secs. 53–55.

MARYLAND.

Const., Decl. of Rights, art. 41.

MASSACHUSETTS.

Supp. to Rev. Laws, 1902–1908, p. 511, act of 1907.
Laws, 1908, ch. 454.

MICHIGAN.

Comp. Laws, 1897, secs. 11377–11383 (act of 1889).
Pub. Acts, 1899, act No. 255.
Pub. Acts, 1905, act. No. 329.

MINNESOTA.

Const., art. 4, sec. 35.
Rev. Laws, 1905, sec. 5168.
Laws, 1907, ch. 269.

MISSISSIPPI.

Const., sec. 198.
Code, 1906, ch. 145.
Laws, 1908, ch. 119.

MISSOURI.

Rev. Stat. ,1909, ch. 98.

MONTANA.

Const., art. 15, sec. 20.
Rev. Pen. Code, 1907, ch. 8 (held unconstitutional in part in *State* v. *Cudahy Pkg. Co.*, 33 Mont., 181; 82 Pac., 833).

NEBRASKA.

Cobbey's Anno. Stat., 1909, secs. 12028–12049.

NEW MEXICO.

Comp. Laws, 1897, secs. 1292–1294.
Laws, 1907, ch. 18.

NEW YORK.

Birdseye's Anno. Cons. Laws, 1910, art. 22, pp. 1875–1877; and p. 5747.

NORTH CAROLINA.

Const., art. 1, sec. 31.
Laws, 1907, chs. 218, 219.
Laws, 1909, ch. 448.

NORTH DAKOTA.

Laws, 1907, chs. 258, 259, 260.

OHIO.

Bates' Anno. Stat., 1908, ch. 19a, secs. 4427–1 to 4427–12.

OKLAHOMA.

Const., art. 5, sec. 44; art. 9, secs. 41, 45.
Comp. Laws, 1909, ch. 113.

SOUTH CAROLINA.

Const., art. 9, sec. 13.
Crim. Code, 1902, secs. 212–216.
Civil Code, 1902, secs. 2845–2847.

SOUTH DAKOTA.

Const., art. 17, sec. 20.
Comp. Laws, 1908, vol. 2, p. 663, secs. 1, 2, 3.
Laws, 1909, ch. 224.

TENNESSEE.

Const., art. 1, sec. 22.
Code, 1896, secs. 3185–3191, 6622–6625.
Laws, 1897, ch. 93.
Laws, 1903, ch. 140.
Laws, 1907, chs. 36, 360.

TEXAS.

Const., art. 1, sec. 26.
Supp. Sayles Civ. Stat., 1908, title 108, pp. 437–449.

UTAH.

Const., art. 12, sec. 20.
Comp. Laws, 1907, secs. 1752–1762.

VIRGINIA.

Const., sec. 165.

WASHINGTON.

Const., art. 12, sec. 22.
Laws, 1907, ch. 139, sec. 9, relates to commission merchants only.

WISCONSIN.

Stat., 1898, secs. 1747e to 1747g and 1791j.
Supp., 1899–1906, secs. 1770g, 1791j, 1791l, 1791n.

WYOMING.

Const., art. 10, sec. 8; art. 1, sec. 30.

A convenient summary of these constitutions and statutes will be found in Stimson on Fed. & St. Const., secs. 518, 580, and Noyes on Intercorp. Rel. (2d ed.), ch. 41.

APPENDIX B.—SHEET 1.

Schedule showing changes in the personnel of the owners of the stock in the Standard organization at various periods.

1870	1879		1882	1892	1899		1907	
holders of Standard Oil Co. of o, shortly after its organization 870.	Stockholders of Standard Oil Co. of Ohio and various corporations who signed trust agreement of April 8, 1879.		Stockholders of various corporations who signed trust agreement of January 1, 1882.	Trust-certificate holders who liquidated in 1892.	Stockholders who exchanged stock of the 20 companies for that of Standard Oil Co. of New Jersey, in 1899–1900.		Amount of stock in Standard Oil Co. of New Jersey held on August 19, 1907, by the persons named in the preceding columns.	
. (Number of shares held not given in record.)	Name.	Number of shares.	Name. (Number of shares held not given in record.)	Name. (Number of shares held not given in record.)	Name.	Number of shares.	Name.	Number of shares.
rews, Samuel.								
rster, Benj.	Brewster, Benj.	409	Brewster, Benj.	Brewster, Benj.				
ler, H. M.	Flagler, H. M.	3,000	Flagler, H. M.	Flagler, H. M.	Flagler, H. M.	28,000	Flagler, H. M.	30,500
dy, T. P.								
ings, Oliver.	Jennings, O. B.	818	Jennings, O. B.	Jennings, O. B.				
kefeller, John D.	Rockefeller, John D	8,984	Rockefeller, John D.	Rockefeller, John, D.	Rockefeller, John D	256,854	Rockefeller, John D	247,692
kefeller, Wm.	Rockefeller, Wm	1,600	Rockefeller, Wm.	Rockefeller, Wm.	Rockefeller, Wm	13,000	Rockefeller, Wm	11,700
e, Amasa.								
, Stillman.								
	NEW NAMES.							
	Andrews, W. C.	990	Andrews, W. C.					
	Archbold, John D	350	Archbold, J. D.	Archbold, J. D.	Archbold, John D	8,000	Archbold, J. D.	6,000
	Arter, F. A.	35						
	Bostwick, J. A.	1,872	Bostwick, J. A.					
	Bushnell, D.	97	Bushnell, D.					
	Camden, J. N.	200	Camden, J. N.				Camden, J. N.	600
	Hanna (H. M.) and Chapin (G. W.)	263	Hanna, H. M. Chapin, G. W.		Hanna, H. M.	3,000	Hanna, H. M.	4,000
	Harkness, S. V.	2,925	Harkness, S. V.					
	Harkness, L. G.	178						
	Harkness, D. M.	323	Harkness, D. M.					
	Heye, Gustave	178	Heye, C. F. G.		Heye, C. F. G. (U. S. T. Co., trustee under will.)	3,700	Heye, C. F. G. (U. S. T. Co., trustee under will of.)	2,514
	Huntington, John	584	Huntington, John.				Huntington, estate of John	6,500
	Hutchins, H. A.	111	Hutchins, H. A.		Hutchins, H. A	2,034	Hutchins, H. A.	2,067
	Lockhart, Chas.	1,408	Lockhart, Chas.		Lockhart, Chas	17,094	Lockhart, estate of Chas.	94
	McGregor, A. M.	118	McGregor, A. M.		McGregor, A. M.	2,000		
	Macy, estate of Josiah	892	Macy, estate of Josiah.		Macy, estate of Josiah	4,900	Macy, estate of Josiah	4,900

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(To face page 68.) No. 1

APPENDIX B.—SHEET 2.—*Schedule showing changes in the personnel of the owners of the stock in the Standard organization at various periods*—Continued.

1870		1879		1882	1892	1899		1907	
holders of Standard Oil Co. of o, shortly after its organization 870.		Stockholders of Standard Oil Co. of Ohio and various corporations who signed trust agreement of April 8, 1879.		Stockholders of various corporations who signed trust agreement of January 1, 1882.	Trust-certificate holders who liquidated in 1892.	Stockholders who exchanged stock of the 20 companies for that of Standard Oil Co. of New Jersey, in 1899–1900.		Amount of stock in Standard Oil Co. of New Jersey held on August 19, 1907, by the persons named in the preceding columns.	
. (Number of shares held not given in record.)		Name.	Number of shares.	Name. (Number of shares held not given in record.)	Name. (Number of shares held not given in record.)	Name.	Number of shares.	Name.	Number of shares.
		NEW NAMES—continued.							
		Macy, W. H.	59	Macy, W. H.					
		Macy, W. H., jr.	28	Macy, W. H., jr.		Macy, W. H., jr.	500	Macy, W. H., jr.	909
		Payne, O. H.	2,637	Payne, O. H.	Payne, O. H.	Payne, O. H.	48,000	Payne, O. H.	40,000
		Payne, O. H., trustee.	61	Payne, O. H., trustee.					
		Payne, H. W.	292						
		Pouch, A. J.	178	Pouch, A. J.		Pouch, A. J.	500	Pouch, estate of A. J.	500
		Pratt, Charles.	2,700	Pratt, Charles.	Pratt, estate of Charles.	Pratt, estate of Charles.	50,000	Pratt, estate of Charles.	52,802
		Pratt, C. M.	200	Pratt, C. M.		Pratt, C. M.	5,000	Pratt, C. M.	5,000
		Pratt, H. A.	15	Pratt, H. A.					
		Rogers, H. H.	910	Rogers, H. H.	Rogers, H. H.	Rogers, H. H.	18,820	Rogers, H. H.	16,020
		Thompson, W. P.	132	Thompson, W. P.		Thompson, W. P.	1,296	Thompson, W. P.	1,762
		Vandergrift, J. J.	500	Vandergrift, J. J.					
		Warden, Frew & Co.	485	Warden, Frew & Co.					
		Warden, Jos. L.	98	Warden, Jos. L.					
		Warden, Wm. G.	1,292	Warden, Wm. G.		Warden, estate of Wm. G.	5,258	Warden, estate of Wm. G.	5,858
		Wardwell, W. T.	78	Wardwell, W. T.		Wardwell, W. T.	800	Wardwell, W. T.	750
				NEW NAMES.					
				Arter, L. K.					
				Bushnell, T. C.					
				Davis, Henry L.					
				Flagler, Mrs. H. M.					
				Harkness, D. M., trustee.					
				Wheaton, Louise C.					
				York, Julia H.		York, Julia H.	1,358	York, Julia H.	1,600
					NEW NAMES.				
					Auchincloss, Emma B.	Auchincloss, Emma B.	2,366	Auchincloss, Emma B.	2,366
					Harkness, C. W.	Harkness, C. W.	58,200	Harkness, C. W.	43,400
					Jennings, Annie B.	Jennings, Annie B.	2,366	Jennings, Annie B.	2,373

APPENDIX B.—SHEET 3.—*Schedule showing changes in the personnel of the owners of the stock in the Standard organization at various periods*—Continued.

1870	1879		1882	1892	1899		1907	
holders of Standard Oil Co. of o, shortly after its organization 870.	Stockholders of Standard Oil Co. of Ohio and various corporations who signed trust agreement of April 8, 1879.		Stockholders of various corporations who signed trust agreement of January 1, 1882.	Trust-certificate holders who liquidated in 1892.	Stockholders who exchanged stock of the 20 companies for that of Standard Oil Co. of New Jersey, in 1899–1900.		Amount of stock in Standard Oil Co. of New Jersey held on August 19, 1907, by the persons named in the preceding columns.	
. (Number of shares held not given in record.)	Name.	Number of shares.	Name. (Number of shares held not given in record.)	Name. (Number of shares held not given in record.)	Name.	Number of shares.	Name.	Number of shares.
				NEW NAMES—continued.				
				Jennings, Esther.	Jennings, Esther	5,470	Jennings, Esther	5,500
				Jennings, Helen.	James, Helen J	2,366	James, Helen J	2,373
				Jennings, Oliver G.	Jennings, Oliver G	2,366	Jennings, Oliver G	2,300
				Jennings, Walter.	Jennings, Walter	2,411	Jennings, Walter	2,550
				Tilford, Wesley H.	Tilford, Wesley H	5,400	Tilford, Wesley H	6,000
				Total number of trust certificates liquidated by the above named 17 persons, 494,619 shares, or 50.86 per cent, of the total number of shares outstanding at the time of dissolution. The persons who held the remaining 477,881 unliquidated trust certificates numbered "several thousand." (Vol. 16, pp. 3189, 3203; vol. 17, p. 3382.)	NEW NAMES.			
					Alexander, J. H	700	Alexander, J. H	700
					Anderson, A	820		
					Bedford, E. T	2,500	Bedford, E. T	3,300
					Bemis, W. E	500	Bemis, W. E	615
					Bishop, H. R	2,600	Bishop, trustees estate of H. R.	1,598
					Bonnell, G. B	546		
					Bonnell, H. H	60	Bonnell, H. H	576
					Bostwick, A. C.: F. L. & T. Co. trustee for	1,500	Bostwick, A. C.: F. L. & T. Co. trustee for	1,500
					Bostwick, A. C., and others: U. S. T. Co. trustee for	1,000	Bostwick, A. C.: U. S. T. Co. trustee for	2,217
					Bostwick, A. F.: N. Y. L. I. & T. Co. trustee for.	500	Bostwick, A. F.: N. Y. L. I. & T. Co. trustee for.	500
					Bostwick, Helen C	6,048	Bostwick, Helen C	6,048
					Bostwick, H. C., and others: U. S. T. Co. trustee for	2,217	Bostwick, H. C., and others: U. S. T. Co. trustee for	2,217
					N. Y. L. I. & T. Co. trustee for.	2,217	N. Y. L. I. & T. Co. trustee for.	2,217
					F. L. & T. Co. trustee for.	2,217	F. L. & T. Co. trustee for.	1,000
					Brewster, Elmina D	2,240	Brewster, Elmina D	2,240
					Brewster, F. F	2,540	Brewster, F. F	2,640
					Brewster, G. S	2,565	Brewster, G. S	2,565
					Brewster, R. S	2,540	Brewster, R. S	2,540
					Brokaw, W. V	4,000	Brokaw, estate of W. V	3,395
					Burke, C. C	800	Burke, C. C	980

APPENDIX B.—SHEET 4.—*Schedule showing changes in the personnel of the owners of the stock in the Standard organization at various periods*—Continued.

1870	1879		1882	1892	1899		1907	
ockholders of Standard Oil Co. of Ohio, shortly after its organization in 1870.	Stockholders of Standard Oil Co. of Ohio and various corporations who signed trust agreement of April 8, 1879.		Stockholders of various corporations who signed trust agreement of January 1, 1882.	Trust-certificate holders who liquidated in 1892.	Stockholders who exchanged stock of the 20 companies for that of Standard Oil Co. of New Jersey, in 1899–1900.		Amount of stock in Standard Oil Co. of New Jersey held on August 19, 1907, by the persons named in the preceding columns.	
ame. (Number of shares held not given in record.)	Name.	Number of shares.	Name. (Number of shares held not given in record.)	Name. (Number of shares held not given in record.)	Name.	Number of shares.	Name.	Number of shares.
					NEW NAMES—continued.			
					Carstairs, F. Bostwick: N. Y. L. I. & T. Co. trustee for.	1,500	Carstairs, F. Bostwick: N. Y. L. I. & T. Co. trustee for.	1,500
					F. L. & T. Co. trustee for..	1,000	F. L. & T. Co. trustee for..	1,000
					Carter, John J.....	500	Carter, John J.....	300
					Chapin, C. M.....	992	Chapin, C. M.....	2,184
					Cochran, W. F.....	500	Cochran, trustees will of W. F.	83
					Conley, E. W.....	200	Conley, E. W.....	200
					Constable, J. M.....	3,100		
					Darling, Robt.....	20		
					Dean, Josephine W.....	240	Dean, Josephine W.....	240
					Donald, Jessie E.....	80	Donald, Jessie E.....	80
					Fiske, Martha F.....	2,250		
					Folger, H. C., jr.....	1,000	Folger, H. C., jr.....	2,145
					Forbes, D.....	50	Forbes, D.....	50
					Forbes, Annie H.....	25	Forbes, Annie H.....	25
					Ford, C. R.: N. Y. L. I. & T. Co. trustee for.	100	Ford, C. R.: N. Y. L. I. & T. Co. trustee for.	106
					Griscom, C. A.....	1,000	Griscom, C. A.....	3,000
					Harkness, L. V.....	13,077	Harkness, L. V.....	13,100
					Harkness, W. L.....	14,000	Harkness, W. L.....	14,000
					Higgins, C. M.....	1,195	Higgins, C. M.....	2,130
					Hogg, Annie D.....	100	Hogg, Annie D.....	130
					Hogg, Chas. B.....	1,300	Hogg, Chas. B.....	1,225
					Hogg, Katharine.....	25		
					Hogg, Robt.....	650	Hogg, Robt.....	525
					Hollister & Babcock.....	6,000	Hollister & Babcock.....	5
					Houston, Anna I.....	411	Houston, estate of Anna J.....	381
					Houston, estate of H. H.....	11,775	Houston, estate of H. H.....	11,775
					Hunt, Helen J.....	400	Hunt, Helen J.....	401

(Continued on face page 68.)

APPENDIX B.—SHEET 5.—*Schedule showing changes in the personnel of the owners of the stock in the Standard organization at various periods*—Continued.

1870	1879		1882	1892	1899		1907	
kholders of Standard Oil Co. of o, shortly after its organization 870.	Stockholders of Standard Oil Co. of Ohio and various corporations who signed trust agreement of April 8, 1879.		Stockholders of various corporations who signed trust agreement of January 1, 1882.	Trust-certificate holders who liquidated in 1892.	Stockholders who exchanged stock of the 20 companies for that of Standard Oil Co. of New Jersey, in 1899-1900.		Amount of stock in Standard Oil Co. of New Jersey held on August 19, 1907, by the persons named in the preceding columns.	
. (Number of shares held not given in record.)	Name.	Number of shares.	Name. (Number of shares held not given in record.)	Name. (Number of shares held not given in record.)	Name.	Number of shares.	Name.	Number of shares.
					NEW NAMES—continued.			
					Jennings, F. B	500	Jennings, F. B	400
					Jennings, Mary B	2,540	Jennings, Mary B	2,600
					Jewett, W. K	400	Jewett, W. K	400
					Jones, Salome M	1,092		
					Kenan, Mary L	1,000		
					Kennedy, John S	3,000	Kennedy, John S	3,000
					Ladd, Kate M	2,076	Ladd, Kate	2,076
					Ladd, W. G	350	Ladd, W. G	350
					Lloyd, Malcolm	942	Lloyd, Malcolm	942
					McAlpin, D. H	1,374	McAlpin, estate of D. H	1,400
					McCullough, J. G	500	McCullough, J. G	500
					McDonald, Alexander	4,340	McDonald, Alexander	3,374
					McKinney, Agnes E	1,000	McKinney, Agnes E	900
					Macy, V. E	7,480	Macy, V. E	7,300
					Mills, D. O	1,300	Mills, D. O	721
					Moffat, Lizzie D	100	Moffat, Lizzie D	100
					N. Y. L. I. & T. Co., trustee	1,000	N. Y. L. I. & T. Co., trustee	963
					O'Day, Daniel	1,760	O'Day, estate of Daniel	2,655
					Pratt & Co., Chas	4,000	Pratt & Co., Chas	1,312
					Preston, Elizabeth T	996		
					Robbins, Sarah J	400	Robbins, Sarah J	400
					Robins, F. F	100		
					Sandford, J. W	225		
					Sandford, W. M	95		
					Scheide, W. T	1,000	Scheide, W. T	1,000
					Seep, Joseph	1,000	Seep, Joseph	600
					Severance, L. H	5,341	Severance, L. H	7,440
					Smith, G. W	500		
					Sterling, C. A	614		

APPENDIX B.—SHEET 6.—*Schedule showing changes in the personnel of the owners of the stock in the Standard organization at various periods*—Continued.

1870		1879		1882	1892	1899		1907	
kholders of Standard Oil Co. of hio, shortly after its organization 1870.		Stockholders of Standard Oil Co. of Ohio and various corporations who signed trust agreement of April 8, 1879.		Stockholders of various corporations who signed trust agreement of January 1, 1882.	Trust-certificate holders who liquidated in 1892.	Stockholders who exchanged stock of the 20 companies for that of Standard Oil Co. of New Jersey, in 1899–1900.		Amount of stock in Standard Oil Co. of New Jersey held on August 19, 1907, by the persons named in the preceding columns.	
e. (Number of shares held not given in record.)		Name.	Number of shares.	Name. (Number of shares held not given in record.)	Name. (Number of shares held not given in record.)	Name.	Number of shares.	Name.	Number of shares.
						NEW NAMES—continued.			
						Stillman, James	850	Stillman, James	78
						Stone, Chas	1,000		
						Thompson, estate of M. E	1,396		
						Thompson, L. S	1,113	Thompson, L. S	2,725
						Tilford, Catharine H	600	Tilford, Catharine N	600
						Usmar, J. H	2,478	Usmar, J. H	2,578
						Vaillant, Maria I	200	Vaillant, Maria I	200
						Welling, C. E	50	Welling, C. E	50
						Wheeler, T. H	350	Wheeler, T. H	1,375
						Willets, Howard	1,500	Willets, Howard	890
						Wood, Howard	648	Wood, Howard	648
						Exchange stock (see brief, vol. 1, pp. 58–60):			
						By J. D. Rockefeller	185,943		
						By H. M. Flagler	80,680		
l number shares...	10,000	Total number shares	35,000	Total number shares.	700,000	Total number trust certificates, ...	972,500.	Total number shares exchanged, ...	972,492	Total stock outstanding	983,383
l number of stockholders Standard Oil Co. of Ohio,	9.	Total number of persons whose stocks or interests were placed in the trust of 1879,..	37	Total number of persons whose stocks or interests were placed in the trust of 1882,	42.	Total number of trust certificate holders, "several thousand."		Total number of individuals listed above who exchanged their stock directly with the Standard Oil Co. of New Jersey, ...	112	Approximate number of stockholders, ...	5,150
										Number of stockholders in list above, ...	96
										Number of shares held by stockholders listed above,...	647,640
										Percentage of outstanding stock held by holders listed above, ...	65.8%
ferences: Rockefeller, vol. pp. 3054, 3055, 3062.		References: Defendant's Exhibit 257; Rockefeller, vol. 16, pp. 3097, 3098.		References: Trust agreement of 1882, Record, vol. A, pp. 21–31; admitted, ans., vol. A, p. 480.		References: Tilford, vol. 1, p. 136; Fay, vol. 2, p. 604; Rockefeller, vol. 16, p. 3189, 3203; Archbold, vol. 17, p. 3382; Petitioner's Exhibit 256.		References: Defendant's Exhibit 388; stipulation, vol. 17, p. 3665.		Reference: Defendant's Exhibit 1.	

APPENDIX C.—SHEET 1.

Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition, whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1871-72	Clark, Payne & Co.	Refinery at Cleveland.	Property; largely in exchange for S. O. Co. stock.	Oliver H. Payne. John Huntington.	Operated.	16:3064, 3138, 3160, 3161. (See brief, vol. 1, p. 22.)
	Alexander Scofield & Co.	do	Property; probably for cash.		do.	16:3064, 3138, 3159, 3161; 6:2625.
	Westlake, Hutchins & Co.	do.	do.	H. A. Hutchins (?).	do.	16:3138, 3159, 3161; 6:2626.
	Clark, Shurmer & Co.	do.	do.		do.	16:3138, 3159, 3161; 6:2625.
	Hanna, Baslington & Co.	do.	do.		do.	16:3138, 3159, 3161; 6:2626.
	Doane & Co.	do.	do.		Dismantled.	6:2625; 16:3138.
	Stewart & Arter.	do.	do.	F. A. Arter (?).	do.	16:3138, 3159; 6:2626.
	Critchley, Fawcett & Co.	do.	do.		do.	16:3138, 3159; 6:2625.
	Case & Reynolds.	do.	do.		do.	6:2626; 16:3138.
	Short, Neill & Co.	do.	do.		do.	16:3138, 3159; 6:2626.
	Harmon, Borne & Co.	do.	do.		do.	16:3138, 3159; 6:2626.
	Joseph Stanley.	do.	do.		do.	16:3138, 3159; 6:2625.
	Brainerd, Barkwell & Co.	do.	do.		do.	16:3138, 3159; 6:2626.
	F. Q. Barstow & Co.	do.	do.		do.	16:3138, 3159; 6:2626.
	Kellogg, Goodwillie & Co.	do.	do.		do.	16:3138, 3160; 6:2626.
	Henry C. Smith.	do.	do.		do.	16:3138, 3160; 6:2626.
	A. M. Burk.	do.	do.		do.	16:3138, 3160.
1873	Long Island Refining Co.	Large refinery and docks at Long Island City, N. Y.	Entire stock; exchanged for stock of S. O. Co.	Josiah Macy, jr. W. H. Macy W. H. Macy, jr. W. T. Wardwell.	Operated.	16:3075, 3172; 19:618, 821. (See brief, vol. 1, p. 23.)
	Chess-Carley Co.	Refinery at Louisville, Ky., and large marketing business throughout Southern States. Also owned 20 per cent of stock of Waters-Pierce Oil Co.	Acquired one-half interest in 1873 and balance in 1886.		Refinery dismantled; marketing business continued.	16:3077, 3163; 17:3270, 3359; 19:677, 759, 760. (See brief, vol. 1, p. 28.)
1874	Charles Pratt & Co.	Large refinery and docks at New York Harbor.	Entire stock; in exchange for S. O. Co. stock.	Charles Pratt. C. M. Pratt. H. H. Rogers. H. A. Pratt.	Operated.	16:3079, 3081, 3151, 3167; 17:3264; 19:618, 674, 742. (See brief, vol. 1, p. 24.)
	Devoe Manufacturing Co.	Large refinery on Long Island, N. Y., and canning oil for export.	At first half, and later all the stock; in exchange for S. O. Co. stock.	Josiah Macy and other Macys.	do	16:3076, 3161; 17:3275; 19:618, 679, 792. (See brief, vol. 1, p. 23.)
	Imperial Refining Co.	Cornwell refinery at Oil City, Pa. Stonewell Lubricating Oil Works, Oil City, Pa.	Property; in exchange for S. O. Co. stock.	J. J. Vandergrift. John Pitcairn.	Dismantled, 1901-02.	16:3077-79, 3163; 17:3263, 3353; 19:673, 735, 739. (See brief, vol. 1, p. 25.)
	Standard Oil Co. of Pittsburg.	National refinery, Pittsburg, weekly capacity 5,538 barrels. Standard refinery, Pittsburg, weekly capacity 7,250 barrels.	Entire stock; in exchange for S. O. Co. stock.	Wm. G. Warden. Charles Lockhart. Major Frew.	Operated.	6:2630; 16:3080, 3168; 17:3264; 19:618, 675, 747. (See brief, vol. 1, p. 24.)

(To face page 68.)

APPENDIX C.—SHEET 2.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
4	Model Oil Co.	Refinery at Pittsburg, weekly capacity 3,233 barrels.	Entire stock; in exchange for S. O. Co. stock.	Wm. G. Warden; Charles Lockhart; Major Frew	(No evidence)	6:2630; 16:3081; 19:618, 815.
	Lockhart & Frew	Nonpariel refinery at Pittsburg, weekly capacity 1,318 barrels. Brilliant refinery at Pittsburg.	Property; in exchange for S. O. Co. stock.	Wm. G. Warden; Chas. Lockhart; Major Frew	do	6:2630, 2631; 16:3080, 3082. (See brief, vol. 1, p. 24.)
	Warden, Frew & Co.	Refineries, docks, and canning works, and export jobbing business, at Philadelphia.	Property and business; in exchange for S. O. Co. stock.	Wm. G. Warden; Chas. Lockhart; Major Frew	do	16:3081, 3165; 19:618. (See brief, vol. 1, p. 24.)
	Atlantic Refinery Co.	Refinery at Philadelphia, and marketing.	Entire stock; in exchange for S. O. Co. stock.	Wm. G. Warden; Chas. Lockhart; Major Frew; H. H. Houston(?)	Operated	16:3080, 3165; 17:3263; 19:618, 673, 734, 737. (See brief, vol. 1, p. 24.)
	American Transfer Co.	Large system of pipe lines in western Pennsylvania oil regions.	do	J. A. Bostwick; Daniel O'Day (later)	do	16:3093, 3175, 3223; 19:618; vol. A:18, 479. (See brief, vol. 1, p. 26.)
	United Pipe Lines	Large system of pipe lines in western Pennsylvania oil fields.	Entire stock, ultimately; partly in exchange for S. O. Co. stock.	J. J. Vandergrift	do	16:3093, 3223, 3320, 3326; 19:618, 816, 820. (See brief, vol. 1, p. 25.)
5	J. N. Camden & Co.	Camden refinery at Parkersburg, W. Va. Pool refinery at Parkersburg, W. Va. Camden refinery at Baltimore	Property acquired in exchange for S. O. Co. stock; Camden Consolidated Oil Co., organized to take and carry on the business.	J. N. Camden; W. P. Thompson	do; do; do	16:3091, 3174; 17:3263; 19:618, 673, 727. (See brief, vol. 1, p. 25.)
	Bennett, Warner & Co.	Refinery at Titusville	Acme Oil Co. organized to take over these properties; and certain of the former owners retained a minority stock interest, while Archbold exchanged his interest for S. O. Co. stock.	John D. Archbold	Operated until destroyed by fire, about 1883; not rebuilt.	6:2627; 16:3083, 3168; 17:3342; 19:673, 719, 720. (See brief, vol. 1, p. 24.)
	Porter, Moreland & Co.	Large refinery at Titusville				
	R. H. Lee [Donahue & Lee ?].	Refinery at Titusville, Pa.	Leased, then purchased		Dismantled	6:2627, 3240; 17:3342.
	John Jackson	do	Property purchased		do	6:2627, 3240; 17:3342.
	Easterly & Davis	do	do		do	6:2627, 3240; 17:3342.
6	Octave Oil Co.	do	Stock or property purchased		do	6:2627, 3240; 17:3342.
	Comfort, Pickering & Chambers.	do	Major interest in property purchased; Keystone Refining Co. organized and took over property, of which former owners received minority of stock; in 1882 minority stock acquired in exchange for trust certificates.		Operated until destroyed by fire about 1883; not rebuilt.	6:2627, 3240; 17:3271, 3361; 19:678, 769, 770. (See brief, vol. 1, p. 26.)
	Central Refining Co.	Central refinery at Pittsburg, weekly capacity 21,867 barrels. Peerless refinery at Pittsburg, weekly capacity 3,758 barrels.	Entire stock purchased in 1877 and 1882.		Dismantled; do	6:2630; 17:3269; 19:618, 677, 757.
7	Carter, Windsor & Co.	Refinery at Boston, and marketing in New England States.	Property purchased; Maverick Oil Co. organized and took over property. Former owners for short time held minority stock.		do	17:3272, 3357, 3363; 19:618, 678, 773. (See brief, vol. 1, p. 29.)
	Kidder, Vaughn & Co.	do	Property purchased by Maverick Oil Co. (owned by Standard) and later transferred to Beacon Oil Co.; former owners for a time held minority stock of Maverick Oil Co.		do	17:3268, 3357, 3363; 19:676, 678, 756. (See brief, vol. 1, p. 29.)

APPENDIX C.—SHEET 3.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1877	Sone & Fleming Mfg. Co.	Large refinery on Long Island, N. Y.	Properties and business acquired in one transaction from Empire Transportation Co., which in turn was owned by the Pennsylvania Railroad, and which transaction was accompanied by a rebate contract (16:3119).		Operated	16:3085, 3173; 17:3264; 19:618, 675, 747. (See brief, vol. 1, p. 32.)
	Philadelphia Refining Co.	Refinery at Philadelphia, Pa.			(No evidence)	16:3086, 3174; 19:618, 747.
	Empire Transportation Co.	Pipe line properties in Pennsylvania, tank cars, and other facilities for transporting oil.			Operated	16:3085–3088.
	Producers Consolidated Land and Petroleum Co.	Large refinery at Bayonne, N. J., and producing properties in Pennsylvania.	Majority, and later entire stock.	D. Bushnell	(No evidence)	16:3213; 17:3273, 3364; 19:618, 679, 774. (See brief, vol. 1, p. 33.)
	C. West & Sons	Refinery at Baltimore, Md.	Baltimore United Oil Co. organized and took over all these properties; Standard interests received over five-sixths of the stock, and in 1883 acquired the balance.		Dismantled some; consolidated and operated others.	5:2203–2204; 16:3175; 17:3267, 3355, 3358; 19:618, 676, 752, 754. (See brief, vol. 1, p. 27.)
	Merritt, Jones & Co.	do				
	J. Parkhurst, jr., & Co.	do				
	Sylvia C. Hunt	do				
	James C. Christopher	do				
	Robert Reed & Co.	do				
	Harry Reed	Gasoline refinery at Baltimore				
	George Hammel	do				
	D. Hostetter	Fairview refinery at Pittsburg, weekly capacity 2,136 barrels.	Property purchased along with Standard's acquisition of the Columbia Conduit Co.		Dismantled	6:2630.
	Columbia Conduit Co.	Trunk pipe line from western Pennsylvaina oil fields to Pittsburg.	Entire stock purchased; United Pipe Lines had constructed a parallel line.		Either the Conduit line or U. P. L. parallel line was taken up.	6:2648, 3015, 3119, 3322, 3327; 16:3095; 19:618.
	Antwerp Pipe Co.	Pipe lines in western Pennsylvania	Property acquired by United Pipe Lines		Consolidated with U. P. L. system.	6:2649, 3015, 3321, 3322, 3327; 17:3329, 3330.
	Oil City Pipe Co.	do	do		do	
	Clarion Pipe Line	do	do		do	
	Sandy Pipe Co.	do	do		do	
	Milton Pipe Line	do	do		do	
	Keystone Pipe Co.	do	do		do	
	Karns Pipe Line	do	do		do	
	Hunter & Cummings pipe line	do	do		do	
	Pennsylvania Transportation Co.	do	do		do	
	Union Pipe Co.	do	do		do	
	Grant Pipe Line	do	do		do	
	Relief Pipe Line	do	do		do	
	Citizens Oil Works	Refinery at Pittsburg, weekly capacity 6,072 barrels.	Property purchased		Dismantled	6:2630, 3022.

APPENDIX C.—SHEET 4.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1878	Smith's Ferry Oil Transp. Co..	Pipe lines near Smith's Ferry, Pa.....	Affiliated properties, and were acquired together in their entirety.	.....	Consolidated with U. P. L. system.	17:3262, 3353; 19:618, 674, 747.
	Paine, Ablett & Co.....	Refinery at Smith's Ferry, Pa.....		.....	Dismantled.....	17:3262, 3353; 19:618, 674, 742, 743. (See brief, vol. 1, p. 33.)
	Excelsior Refinery.....	Refinery at Freedom, Pa.....	Property.....	.....	.....do.....	17:3262, 3353; 19:674. (See brief, vol. 1, p. 33.)
	Eclipse Works.....	Large lubricating oil works at Franklin, Pa.	.....do.....	.....	Operated.....	17:3275, 3368; 19:793, 679, 618.
	Portland Kerosine Oil Co.....	Refinery at Portland, Me.....	Stock purchased, 1878 to 1886.....	.....	Dismantled.....	17:3273, 3364; 19:679.
	American Lubricating Oil Co..	Lubricating oil plant at Cleveland, Ohio.	Entire property.....	.....	Consolidated and operated until about 1888.	16:3084, 3173; 17:3267, 3355; 19:618, 676, 748. (See brief, vol. 1, p. 30.)
	Mica Steam Packing & Axle Grease Co.	.....do.....	.....do.....	.....		16:3084, 3173; 17:3267; 19:676.
	Waters-Pierce & Co.....	Marketing properties and business in Southwestern States, headquarters at St. Louis.	Waters-Pierce Oil Co. organized to carry on the business; Standard interests acquired 60 per cent of stock for cash; former owners retained 40 per cent.	.....	Operated.....	17:3279; 19:618, 637, 681, 808. (See brief, vol. 1, pp. 29, 120.)
	Alexander McDonald & Co....	Marketing properties and business in Southern and Western States, headquarters at Cincinnati.	Consolidated Tank Line Co. organized to carry on the business; Standard acquired half, and later all the stock, former owners retaining balance in the meantime.	.....	.....do.....	17:3271, 3360; 19:677, 763, 764. (See brief, vol. 1, p. 28.)
	Thompson, Bedford & Co.....	Marketing and exporting lubricating oils, New York.	Thompson, Bedford & Co., Limited, organized to carry on business; Standard at first acquired half, and later balance of stock, which in meantime was held by former owners of the business.	.....	.....do.....	17:3274, 3367; 19:679, 782, 783. (See brief, vol. 1, p. 31.)
1880	Swan & Finch.....	Compounding and marketing lubricating oils, New York.	Swan & Finch Co. organized to carry on business; Thompson & Bedford owned half; Standard acquired balance of stock in 1892 and 1894.	.....	.....do.....	17:3274, 3395; 7:427; 19:636.
1879	Franklin Pipe Co.....	Gathering pipe lines in western Pennsylvania.	Minority of shares only acquired by Standard interests.	.....	.....do.....	17:3276; 19:640, 680, 799.
1879, or prior thereto.	Vesta Oil Works.....	Refinery on New York Harbor.....	Stock (limited partnership) purchased for $127,500.	.....	.....	17:3397; 19:645; 7:456.
	J. W. Trunbull & Co	Refinery in Cleveland.....	Property purchased.....	.....	.....	16:3160.
	Backus Oil Co.....	.....do.....	.....do.....	.....	.....	16:3160.
	Hanna, Chapin & Co.....	.....do.....	Property exchanged for S. O. Co. stock. (?)	Hanna (H. M.) and Chapin (G. W.). (?)	.....	16:3160; 19:618.
	Bishop & Heisel.....	.....do.....	Property purchased.....	.....	.....	16:3161.

APPENDIX C.—SHEET 5.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) ...ar.	(2) Name.	(3) Property and business acquired.	Weekly capacity, barrels.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
...79, ...prior ...reto.	Aladdin Oil Co.	Refinery, Pittsburg	4,017	Property purchased or leased		(Smaller refineries were dismantled; larger ones were operated. 16:3161.)	6:2630.
	David Bly & Co.	do	2,490	do			6:2630.
	R. S. Waring	Cosmos refinery, Pittsburg	7,394	do			6:2630.
	R. J. Waring	Vesta refinery, Pittsburg	9,058	do			6:2630.
	E. J. Waring	Star refinery, Pittsburg	3,718	do			6:2630.
	Livingston Bros.	Crystal refinery, Pittsburg	3,624	do			6:2630.
	W. P. Logan & Co.	Eagle refinery, Pittsburg	2,444	do			6:2630.
	King & Goodman	Federal refinery, Pittsburg	2,456	do			6:2630.
	John Speer & Co.	Iron City refinery, Pittsburg	1,600	do			6:2630.
	P. Weisenberger & Co.	Keystone refinery, Pittsburg	1,018	do			6:2630.
	Brooks, Ballantyne & Co.	Lilly refinery, Pittsburg	3,072	do			6:2630.
	J. C. Kirkpatrick & Co.	Liona refinery, Pittsburg	564	do			6:2630.
	J. A. McKee & Son	Liberty refinery, Pittsburg	5,498	do			6:2630.
	H. S. A. Stewart	Penn refinery, Pittsburg	1,854	do			6:2630.
	Wormser, Meyers & Co.	Petrolite refinery, Pittsburg	1,703	do			6:2630.
	J. D. Stockdale	Radiant refinery, Pittsburg	1,906	do			6:2630.
	Elkins & Flack	Riverside refinery, Pittsburg	1,809	do			6:2630.
	Bergen Point	Refinery on New York Harbor		do			6:2632.
	Peerless	do		do			6:2632.
	Kings County Oil Co.	do		do			6:2632.
	Republic Refining Co.	(No evidence)		Entire stock purchased		(No evidence)	19:618.
	Olean Petroleum Co. (Ltd.)	(No evidence; possibly producing properties.)		do		do	19:618.
	Star Oil Co.	Business and property, Erie, Pa.		Property and business pur...		do	19:618.
...879	Vacuum Oil Co.	Refinery at Rochester, N. Y., manufacturing lubricating oils.		Stock purchased; former owners retained about one-quarter interest until 1900.		Operated	17:3277, 3370; 19:637, 681. (See brief, vol. 1, p. 31.)
	Galena Oil Works (Limited)	Works at Franklin, Pa., compounding lubricating oils.		Purchased five-sixths of stock; balance held by former owners.		Consolidated and operated	17:3274, 3366; 19:618, 680, 800. (See brief, vol. 1, p. 31.)
	Signal Oil Works (Limited)	Works at Franklin, Pa., compounding lubricating and signal oils.		About 40 per cent of its stock acquired from Galena Oil Works, which held it at time latter company's stock was acquired by Standard.			17:3274, 3366; 1. 679, 775, 780.

APPENDIX C.—SHEET 6.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1879	H. C. Van Tine	Diamond Works at Pittsburg, manufacturing lubricating oils.	H. C. Van Tine & Co. (Limited), organized to carry on the business; Standard acquired three-quarters of its stock in 1879 and the balance in 1882.		Operated until 1886	17:3278, 3371; 19:618, 681, 805. (See brief, vol. 1, p. 27.)
1880	Bush & Co. (Limited)	Manufacturing and marketing lubricating oils, Philadelphia.	Entire stock purchased		Discontinued in 1882	17:3261, 3352; 19:673.
	S. Jenny & Sons	Wallabout refinery, New York Harbor	Property purchased		Dismantled	17:3323, 3324; 1:258; A:159; 6:2632.
	Yennie & Burke	Refinery, New York Harbor	do		do	17:3323, 3324; 1:258.
	McGoey & King	do	do		do	17:3323, 3324; 1:258.
	Wilson & Anderson	do	do		do	17:3323, 3324; 1:258.
	Gregory	do	do		do	17:3323, 3324; 1:258.
	Bush & Denslow Mfg. Co	do	One-half of stock purchased in 1880, balance in 1892.		Dismantled in 1895	1:258; 17:3268, 3358; 19:676, 757. (See brief, vol. 2, p. 68, re acquisition of these New York refineries in connection with Standard's efforts to get control of Tide-water Pipe Line.)
	Empire Refining Co. (Ltd.)	Large refinery on New York Harbor	Standard purchased 80 per cent of stock; former owners retained the balance until 1891.		Operated	17:3275, 3369; 19:680, 798. (See brief, vol. 1, p. 27.)
	Solar Oil Co. (Limited)	Small refinery at Williamsport, Pa	Entire stock purchased		Dismantled	17:3262, 3354; 19:675.
	Hamilton & Miller	Lubricating and marketing business, headquarters Cincinnati, Ohio.	Inland Oil Co. organized to carry on the business; Standard acquired half the stock in 1880, for which it paid $70,076.40; and the balance it acquired in 1891 for $190,000 in trust certificates.		Operated until 1901	17:3271, 3361; 19:677; 7:455, 427.
1881	Cheesebrough Mfg. Co	Works at New York, manufacturing vaseline and vaseline products.	Purchased majority of stock; former owners retained balance.		Operated	17:3269, 3359; 19:633, 677, 758.
1882	Atlas Refining Co	Refinery at Buffalo, N. Y	Entire stock acquired in 1882 and 1883 for $39,000 in trust certificates.		(No evidence)	17:3396; 19:644; 7:423, 424.
	Union Refining Co	Refinery at Oil City, Pa	Stock purchased for $105,279.13 in trust certificates and cash.		Dismantled in 1887	17:3397; 19:645; 7:424.
1883	Tide-Water Oil Co	Large refinery on New York Harbor	Purchased 31 per cent of stock, and endeavored to get control; also entered into pool contract with Tide-Water companies. (See brief, vol. 2, p. 68 et seq.)			1:189, 195, 243; 17:3320; 19:641, 648.
	Tide-Water Pipe Co. (Ltd.)	Gathering lines and trunk line from western Pennsylvania to New York Harbor, the first trunk line to the seaboard.				
	Central Refining Co. (Ltd.)	Small refinery on New York Harbor	Entire stock purchased; two-thirds in 1883 for $100,000, and balance in 1900.		Dismantled	17:3397; 17:454; 19:644.
	P. C. Hanford	Marketing oils in Illinois and Wisconsin; headquarters at Chicago.	P. C. Hanford Oil Co. organized to carry on the business; Standard acquired a bare majority of its shares, for which it paid $255,000 in trust certificates; balance of stock acquired in 1890.		Operated	17:3266, 3398, 3481; 19:646.
	McKinnan Oil Co	Marketing business, Newark, N. J.	This company was organized to take over a marketing business at Newark; Standard paid $38,200 for a little over a half interest, and acquired the remainder of its stock the year following.		(No evidence)	19:646; 7:455.

(Continued from page 68.)

PPENDIX C.—SHEET 7.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
Dangler Refining Co.	Refinery at Cleveland, Ohio.	Property purchased.		Dismantled.	6:3029, 3030.
Clark Bros. & Co.	do.	do.		do.	6:3029, 3030.
Crystal Oil Co.	do.	do.		do.	6:3029, 3030.
Forest City Oil Co.	do.	do.		do.	6:3029, 3330.
Woodland Oil Co.	Refinery at Cleveland, weekly capacity about 1,400 barrels.	do.		do.	6:3028–3330.
Lloyd Tevis.	Marketing business in Pacific Coast States.	Business taken over by Standard Oil Co. of Iowa in exchange for minority stock interest in latter company, which interest was purchased by Standard in 1892.		Operated.	17:3394; 19:635.
Isaac E. Blake.	Marketing business in Rocky Mountain States.	Continental Oil Co. organized to carry on business; former owners held minority stock interest until 1892, when it was purchased by Standard.		do.	17:3390, 3391; 19:634.
Holdship & Irwin.	American works, a large refinery at Pittsburg, weekly capacity, 6,828 barrels.	Leased to Standard for five years in 1878; property acquired in exchange for trust certificates in 1886; Holdship and Irwin agreed not to again engage in the business.		Operated about half the time during lease; dismantled after purchase.	6:2630, 3009–3015, 3019; 17:3330.
D. P. Reighard.	Empire works at Pittsburg, manufacturing principally lubricating oil.	Property purchased.		Dismantled.	6:2630, 3131 to 3133; 17:3330.
Pittsburg Pipe Line.	About 32 miles of pipes from the oil fields to Holdship & Irwin and D. P. Reighard's refineries in Pittsburg; also delivering oil to two other independent refineries.	Was owned jointly by Holdship & Irwin and D. P. Reighard, and sold with their refineries to Standard.		Probably utilized.	6:3015, 3019–3022, 3131; 17:3330.
United Refiners Export Co.	Marketing business, Perth Amboy, N. J.	Entire stock ($50,000) purchased.		(No evidence).	19:647.
Logan, Emery & Weaver.	Large refinery and wharves, at Philadelphia, costing about $350,000, completed in 1880.	Purchased for $275,000 cash.		Dismantled.	6:2641–2647; 17:3340.
United Oil Co.	Large refinery at Florence, Colo.	Purchased 17 per cent of stock.		Operated; Standard buys and markets its entire product.	19:637; A:58, 488.
Monarch Oil Co.	Marketing business, Cincinnati and vicinity.	Stock purchased in 1887 and 1890.		Continued until 1899.	19:646.
Globe Oil Co.	Marketing business in Minneapolis and vicinity.	Entire stock purchased for $25,925.		Continued until 1892.	19:647; 7:457.
Chester Oil Co.	Marketing business in Minnesota.	Entire stock purchased for $10,000.		Continued until 1892.	19:646; 7:454.
West Michigan Oil Co.	Marketing business in western Michigan.	Entire stock purchased for $12,500.		Business discontinued.	19:647; 7:456, 426.
Capital City Oil Co.	Marketing business at Harrisburg, Pa.	Upon organization company acquired marketing business at Harrisburg, former owners receiving minority interest, which Standard acquired in 1901.		Discontinued in 1901.	19:646; 7:454.
Whites Golden Lubricator Co.	Marketing business, Cincinnati and vicinity.	Entire stock purchased for $31,521.		Business discontinued.	19:647; 2:716; 7:457.

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APPENDIX C.—SHEET 8.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1889	Mehlen's Family Oil Co.....	Marketing business, Long Island City and vicinity.	Entire stock purchased for $28,018.36.....	.....	Continued until 1892.....	19:646; 3:1509; 7:455.
1890	Globe Refining Co., of Pittsburg.	Large refinery at Pittsburg, completed and in operation, cost about $250,000.	These refining companies, and 45 per cent of stock of W. & A. P. L. Co., acquired from D. P. Reighard (who had once been bought out by Standard in 1886), for $1,224,800 of trust certificates and $50,000 in cash.	D. P. Reighard.....	Refineries dismantled; pipe lines perhaps utilized.	6:3133-3137; 7:426, 455, 457, 501; 17:3331, 3332; 19:644, 648.
	Globe Refining Co., of Philadelphia.	Refinery nearly completed at Philadelphia, same size as Pittsburg refinery.				
	Western & Atlantic Pipe Line Co.	Gathering lines in western Pennsylvania and trunk line to Pittsburg owned by owners of Globe Refining Co., and supplying crude to several independents; also owned 1,152 tank cars, telegraph lines, etc.; total value about $323,000.				
	Underhay & Co.....	Marketing business at Boston, Mass.....	Property purchased for $30,000.....	.....	Continued.....	17:3395; 19:637; 7:457.
	New Jersey Oil Co.....	Marketing business at Newark, N. J.....	Stock purchased for $34,612 in cash and $6,500 in trust certificates.	.....	(No evidence).....	19:647; 7:457, 426.
	Blodgett, Moore & Co.....	Marketing business, South Carolina and Georgia points.	Property purchased.....	.....	Discontinued.....	5:2166.
	Des Moines Oil Tank Line Co..	Marketing business in Iowa and Nebraska.	Stock purchased for $25,000.....	.....	.....do.....	2:959; 19:646; 7:462, 454.
	Electric Light Oil Co.....	Marketing business in Philadelphia.....	Stock purchased for $5,000.....	.....	Operated as bogus independent.	19:646; 6:3206; 2:850; 7:465.
1891	L. D. Mix Oil & Naphtha Co...	Marketing business at Cleveland.....	Stock purchased for $1,900.....	.....	Discontinued.....	2:968; 19:647; 7:457.
1892	Excelsior Oil Co.....	Marketing business at several Kansas points.	Property purchased.....	.....	Operated as bogus independent.	3:1243.
	Sutton Bros.....	Marketing business at Kansas City, Mo...	.....do.....	.....	.....do.....	3:1243.
1893	Borne, Scrymser & Co.....	Compounding lubricating oils at New York City, and marketing same.	.....do.....	.....	Operated.....	17:3389; 19:633.
1895	Grant & McCargo.....	Works at Pittsburg; manufacturing mill greases.	Pennsylvania Lubricating Co. organized to carry on the business; former owners receiving minority of stock.	.....	.....do.....	17:3393; 19:634.
	Oakdale Oil Works.....	Marketing business in Philadelphia.....	Property and business purchased.....	.....	Discontinued.....	2:851.
	Nicolai Bros.....	Marketing business in Washington, D. C..	.....do.....	.....	Operated as bogus independent.	13:1195.
	Union Refining Co.....	National refinery at Titusville, Pa.....	Manner of acquisition not shown, but at least one former owner became interested in Standard.	John Fertig.....	Dismantled.....	6:2842, 2661; 3169, 3178; 17:3338, 3352; 18:28.
		Schwartz refinery at Titusville, Pa.....			.....do.....	
		Western refinery at Titusville, Pa.....			.....do.....	
		Combined weekly still capacity 10,000 to 12,000 barrels. Also stock in United States Pipe Line Co.			U. S. Pipe Line Co. stock held and voted annually.	(See brief, vol. 2, pp. 84–88, regarding Standard's oppressive manipulation of prices and offer to buy the pipe lines and all independent refineries affiliated with the United States Pipe Lines.)

APPENDIX C.—SHEET 9.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1895	Mutual Oil Co.	Refinery at Reno, Pa., weekly still capacity 3,000 to 4,000 barrels. Also stock in United States Pipe Line Co.	Manner of acquisition not shown, but at least one former owner became interested in Standard.	S. Y. Ramage	Dismantled. U. S. Pipe Line Co. stock held and voted annually.	6:2842, 2661, 3169, 3178; 17:3338, 3352; 18:67.
	International Oil Works (Ltd.).	Refinery at Reno, Pa., weekly still capacity 3,500 to 4,500 barrels. Also stock in United States Pipe Line Co.	do	S. Y. Ramage	do	6:2842, 2661; 17:3338, 3352; 18:67.
	Crescent Pipe Line Co.	Trunk pipe line from western Pennsylvania oil fields to seaboard near Philadelphia.	Entire stock purchased		Operated	17:3233, 3325; 19:640.
	Mellon lines	Large system of gathering pipe lines (302 miles) in western Pennsylvania oil fields; associated with Crescent Pipe Line Co.	Acquired from Mellon's, of Pittsburg, when Crescent lines were acquired.		do	17:3325, 3466.
	Crescent refinery	Refinery nearly completed at Marcus Hook, near Philadelphia; associated with Crescent Pipe Line Co.	Acquired from Mellon's, of Pittsburg, when Crescent Pipe Lines were acquired.		Dismantled	17:3325.
1896	Bartels & Richardson	Marketing business in Minnesota, Wisconsin, and Dakotas; headquarters at St. Paul.	Property purchased		Discontinued	17:3481.
1897	New American Oil Co.	Marketing in northern Ohio	do		Operated as bogus independent.	6:3037, 3046-3048. (See brief, vol. 2, p. 582.)
1898	Commercial Oil Co.	Marketing business in Georgia	do		Discontinued	5:2094-2098.
	Peoples Oil Co.	Marketing business, Atlanta and surrounding territory.	do		Operated as bogus independent.	5:2098-2104; 12:901. (See brief, vol. 2, p. 553.)
	Argand Refining Co.	Refinery at Marietta, Ohio; weekly still capacity 1,800 barrels; also manufacturing railroad lubricating oils.	Plant leased for 10 years and kept idle; subsequently Standard acquired the stock for $180,000.		Dismantled	5:2419; 13:1349; 13:3331, 3337; 19:650.
1899	Manhattan Oil Co.	Pipe lines main and gathering, in north and south Lima oil fields [in Ohio and Indiana]; some producing properties in Ohio and Indiana; a large refinery at Welker, Ohio; between 800 and 900 tank cars; and marketed its own products.	Acquired through General Industrials Development Syndicate (Ltd.), of London, for about $2,800,000. (See brief, vol. 1, p. 106 *et seq.*.)		Refinery dismantled. All properties conveyed to other Standard concerns, except pipe lines, which are still operated in name of Manhattan Oil Co., but deliver their oil to Standard.	(See brief, vol. 1, p. 105.)
	Indiana Pipe Line & Refining Co.	About 180 miles of pipe line completed, from Indiana oil field to Kankakee, Ill.; and a large refinery at Kankakee completed and ready for operation, except certain of the by-product departments.	Acquired from the Cudahy interests of Chicago by the General Industrials Syndicate (Ltd.), of London, about the same time the Manhattan Company was acquired.		Refinery dismantled; pipe lines operated under same management as Manhattan pipe lines.	(See brief, vol. 1, p. 111.)
	Climax Oil Co.	Caldwell refinery at Titusville	Property purchased for $42,500		Dismantled	8:522; 17:3339.
	Cassetty Oil Co.	Marketing business, headquarters at Nashville, Tenn.	Leased for five years		Operated as bogus independent.	12:951-955.
	Protection Oil Co.	Marketing business, headquarters at Cincinnati, Ohio.	Property purchased		Discontinued	7:510; 2:716, 718.
	Paragon Oil Co.	Marketing business, Columbus, Ohio	do		do	6:2803-2809. (See brief, vol. 2, p. 556.)

APPENDIX C.—SHEET 10.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1899	C. P. Wagner & Co	Marketing concern	Property purchased for about $4,600		Discontinued	2:718; 7:510.
	Dixie Oil Co	Marketing business in several Southern States, headquarters at Savannah, Ga.	Property purchased		Operated as bogus independent until 1906.	5:2107, 2279; 2:725. (See brief, vol. 2, p. 542.)
	Southern Oil Co	Marketing business, Richmond, Va	do		Operated as bogus independent.	5:2358, 2393, 2316. (See brief, vol. 2, p. 535.)
1900	Pacific Coast Oil Co	Refinery at Alameda, near San Francisco; producing properties in California; pipe lines; and marketing business.	Purchased for $761,000		Refinery dismantled, rebuilt at Richmond, Cal.	17:3391, 3405; 19:635, 650.
	Relief Oil Works	Plant at Franklin, Pa	(No evidence)		(No evidence)	8:524; 17:3340.
	Vincennes Oil Co	Retail marketing business, Vincennes, Ind.	Property purchased		Operated as bogus independent.	5:2521; 6:2835; 2:721. (See brief, vol. 2, p. 569.)
	International Oil Works	Marketing business, St. Louis, Mo	do		do	3:1113.
1901	Central Refining Co	Marketing business, headquarters at Brazil, Ind.	do		Discontinued	5:2515–2517.
	Crawfordsville Oil Co	Marketing business, Crawfordsville, Ind	do		do	5:2515.
	Scofield, Shurmer & Teagle	Refineries at Cleveland and Scio, Ohio (Cleveland Refining Co., and Scio Refining Co.), large marketing business, by tank wagon and otherwise, in Ohio, Michigan, Indiana, Illinois, Iowa, Kansas, Missouri, Nebraska, and other States. An old, active, and aggressive competitor of the Standard.	Property purchased		Refineries dismantled. Marketing business continued by Republic Oil Co. as bogus independent until 1905.	3:1042, 1044, 1152, 1467; 17:3318, 3338; 19:650. (See brief, vol. 2, p. 585, et seq.)
	Ellis & Cummings	Refinery in Pennsylvania	Property purchased for about $33,600.00		(No evidence)	8:528; 17:3340.
	Oil Creek refinery	Refinery in Pennsylvania	Property purchased for about $76,000.00		(No evidence)	8:530; 17:3340.
	Lake Carriers' Oil Co	Marketing business, Atlanta, Ga	Property purchased		Discontinued	5:2100.
1902	Leader Refining Co	Plant at Taylorstown, Pa	Property purchased for about $9,500.00		Dismantled	8:534; 17:3340.
	Toledo Oil Works	Marketing concern, headquarters Toledo, equipped and just ready to start business.	Property purchased		Operated as bogus independent.	6:3052–3054. (See brief, vol. 2, p. 584.)
	Alabama Oil Co	Marketing business, Birmingham, Ala., and vicinity.	Leased for five years		Operated as bogus independent.	See brief, vol. 2, p. 555.
	Consumers' Oil Co	Marketing business, Macon, Ga	Property purchased		Operated as bogus independent.	2:725; 6:2836.
	Independent Oil Co	Marketing business, Washington, D. C	Property purchased		Discontinued	13:1191.
	Denlinger Bros. Oil Co	Marketing business, western Pennsylvania, headquarters Pittsburg.	Stock purchased		Operated as bogus independent until 1906.	2:849; 17:3400; 19:650.
	F. P. Joyce Oil Co	Marketing business in San Francisco	Property purchased		Operated, perhaps as bogus independent.	2:744.
1904	Southeastern Oil Co	Marketing business, Birmingham, Ala., and vicinity.	Property purchased for about $4,300.00		Discontinued	2:720; 5:2156; 7:511.
	King-Keystone Oil Co	Marketing business, San Francisco	Purchased refined oil department		Discontinued	2:742.

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APPENDIX C.—SHEET 11.—*Partial list of concerns combined with or acquired by Standard Oil interests since the organization of the Standard Oil Company of Ohio in 1870*—Continued.

(1) Year.	(2) Name.	(3) Property and business acquired.	(4) Manner of combination or acquisition; whether acquired in whole or in part, and amount paid therefor.	(5) Former owners of property who thereupon received stock in Standard organization.	(6) Whether plants were thereafter operated or dismantled.	(7) References.
1904	Arctic Oil Works	Marketing business, Pacific coast points	Refined oil business purchased		Discontinued	2:741, 742.
	C. F. Warner	Marketing business, place not given	Property purchased		Discontinued	2:720; 7:511.
	Star Oil Co	Marketing business in Cincinnati	Leased for one year, and business turned over to Standard of Kentucky.		Discontinued	2:719; 7:511.
1905	Memphis Oil Co	Marketing business, Memphis, Tenn	Property purchased		Discontinued	2:723.
date given.	Pierce & Canterbury	Refinery at Boston	Property purchased prior to 1902		Dismantled	12:718.
	Southern Oil Tank Line	Marketing business, Louisville, Ky	Property purchased for about $7,000 in 1899 or earlier.		Discontinued	2:715; 7:510.
	Eastern Oil & Gasoline Supply Co.	Marketing business in Boston	Property purchased prior to 1903		Continued	12:721.
	Penn Oil Co	Marketing business at Los Angeles, Cal	Property purchased		Discontinued	2:743.
	Brooks Oil Co	Marketing business at Indianapolis	Property purchased about 1904, for about $5,000.		Operated as bogus independent.	2:720; 5:2517; 7:511.
	Illinois Oil Co	Marketing business at Joliet	Property purchased		Discontinued	2:756.
	Mutual Oil Co	Marketing business, Dayton, Ohio	Property purchased		Discontinued	2:716.
	Peuss Oil Co	Marketing business, Baltimore and Washington.	Property purchased about 1901		Utilized as nucleus for bogus independent Home Safety Oil Delivery concerns.	5:2367.
	Liberty Oil Co	Marketing business in Boston	Property purchased prior to 1898		(No evidence)	3:1511.
	Funke Bros	Marketing business, Brooklyn, N. Y	Property purchased about 1900		Operated as bogus independent.	3:1510.